



April 13, 2016

Advice No. C33-2016 ISDN & CLVP

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 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 on February 1, 2016.

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 (318) 360 2812.

Yours very truly,

A handwritten signature in cursive script that reads "Michelle Lyn Rivers".

Michelle "Chelle" Lyn Rivers

Cc: Phil Grate, CenturyLink

Attachments

ISDN PRS
CONTRACT OPPORTUNITY #NSP166830
CONTRACT SUMMARY

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

Term Of Agreement: The term of the contract is 12 months

Effective Date: February 1, 2016

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: | \$620.00 |

ISDN PRS
CONTRACT OPPORTUNITY # NSP166830
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 applies per the Oregon QC Exchange and Network Services Price List.

ISDN PRS
CONTRACT OPPORTUNITY # NSP166830
CONTRACT SUMMARY

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.

The Honorable Susan Ackerman, John Savage and Stephen Bloom, Commissioners
Oregon Public Utility Commission
April 13, 2016
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Attention: Joan Grindeland

Advice No. C33-2016 **CLVP**

Pursuant to ORS 759.250, Qwest, d/b/a CenturyLink QC is filing notification of a multi-state Special Contract for basic business lines under CenturyLink™ Volume Plan (CLVP). This Special Agreement was signed February 1, 2016.

Qwest 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), Qwest requests this information not be publicly disclosed. Confidential information has been removed from the additional copies included in this filing for public disclosure.

CenturyLink Line Volume Plan (CLVP)
CONTRACT NO. NSP 166830
CONTRACT SUMMARY

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

Term Of Agreement: The term of the contract is 3 years.

Effective Date: February 1, 2016

CENTURYLINK LINE VOLUME PLAN (CLVP)

Service Description:

CenturyLink Line Volume Plan provides discounts for basic business services, which includes the Flat Rate Business Lines (1FB) with Hunting; Qwest Choice Business; Qwest Choice Business Plus; Qwest Choice Business Add-A-Line; and Qwest Choice Business Prime.

Description of Offer:

Provides a volume service price discount in Oregon for basic business lines included under the CenturyLink Line Volume Plan (CLVP).

Number of Facilities: The customer may purchase any combination of the following lines or packages at the following discounts:

Unit Price:

Service:

Number of Arrangements:

CLVP Rate

1 line or package

Basic Business Service (Flat Rate w/ Hunting)

2,100 to 2,999

\$18.00

3,000 and over

\$16.50

CenturyLink Line Volume Plan (CLVP)
CONTRACT NO. NSP 166830
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 Qwest'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 Qwest 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 Qwest if the customer stops the service early and Qwest does not recover initial costs.

Answer:

Termination Liability language relating to this Special Agreement is included in Paragraph 7 of the Agreement.

CenturyLink Line Volume Plan (CLVP)
CONTRACT NO. NSP 166830
CONTRACT SUMMARY

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

Answer: CenturyLink worked with this customer to renegotiate their previous agreement.

This customer previously has an agreement and is negotiated additional terms in this MSA.

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
CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT**

THIS AMENDMENT NO. THIRTEEN (this "Amendment") by and between **Qwest Communications Company, LLC d/b/a CenturyLink QCC its Affiliates including, Qwest Corporation d/b/a CenturyLink QC** ("CenturyLink") and [REDACTED] ("Customer"), amends the CenturyLink Total Advantage Agreement by and between the parties, Content IDs: (990819 Amendment 12 dated December 11, 2015), (967750 Amendment 11 dated August 21, 2015), (958504 Amendment 10 dated July 5, 2015), (952434 Amendment 9 dated June 2, 2015), (878617 Amendment 8 dated December 2, 2014), (870226 Amendment 7 dated September 23, 2014), (863678 Amendment 6 dated July 29, 2014), (847008 Amendment Five dated February 25, 2014), (421405 Amendment Four dated October 7, 2013), (499501 Amendment Three dated May 22, 2013), (563811 Amendment Two dated January 22, 2013), (564108 Amendment One dated July 2, 2012), (564600 Agreement dated November 18, 2010), 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. This Amendment may be executed in counterparts or duplicate originals each of which when executed shall be deemed to be a complete original; Facsimile, electronic or digital copies of the executed Amendment, including properly executed PDF versions, shall be regarded as an original instrument by the parties.

**QWEST COMMUNICATIONS COMPANY, LLC D/B/A
CENTURYLINK QCC**

DocuSigned by:

Jeff Hardegger
Authorized Signature
Jeff Hardegger

Name Typed or Printed
Manager of Offer Management

Title
2/1/2016

Date

CUSTOMER: [REDACTED]

Authorized Signature

Name Typed or Printed

Title

Date
MA-0000451-2016

1/29/2016

EXECUTION COPY

DS
PC

1/25/2016

CenturyLink and Customer wish to amend the Agreement as follows:

1. **Term and Revenue Commitment - No Changes.** Customer's existing Revenue Commitment of \$4,000,000 and existing Term of three years, which began on January 22, 2013, as set forth in the Agreement will remain in effect.
2. **Modifications to existing ISDN PRS, DSS Advanced or UAS Service Exhibit ICB.** The Pricing Attachment attached hereto is added to the existing Service Exhibit.
3. **Modifications to exiting Line Volume Plan Service Exhibit.** The Pricing Attachment attached hereto is added to the existing Service Exhibit.
4. **Modifications to existing Interstate GeoMax Service Exhibit.**
 - (a) The Pricing Attachment attached hereto is added to the existing Service Exhibit.
 - (b) **Cancellation Charge Waiver.** If Customer is in compliance with its obligations under the Agreement, CenturyLink will waive the Cancellation Charges for the circuits listed in the table below, provided Customer purchases 100% of the Services listed on the Interstate GeoMax Service Exhibit Pricing Attachment attached hereto within 30 days of the Amendment Effective Date. If Customer terminates its new Services before the Minimum Service Term has been completed, then Customer must pay within 30 days of the termination date an amount equal to the waived charges Customer received pursuant to this Section.

| Order Number | Circuit ID | Contract/Contract End Date | Circuit Size |
|--------------|--------------------|---|----------------|
| N29056111 | 26.KGGS.000005..MS | CD3654, EXP 06-28-17, Content ID 389572 | 10G LAN PHY |
| N29056112 | 26.KGGS.000006..MS | CD3654, EXP 06-28-17, Content ID 389572 | 10G LAN PHY |
| N29056113 | 26.KGGS.000007..MS | CD3654, EXP 06-28-17, Content ID 389572 | 10G LAN PHY |
| N29056110 | 26.KGGS.000004..MS | CD3654, EXP 06-28-17, Content ID 389572 | 10G LAN PHY |
| N34885739 | 26.KGGS.000009..MS | CD3654, EXP 06-28-17, Content ID 389572 | 10G LAN PHY |
| N34885738 | 26.KGGS.000008..MS | CD3654, EXP 06-28-17, Content ID 389572 | 10G LAN PHY |
| N38129439 | 26.KFGS.000003..MS | CD3654, EXP 06-28-17, Content ID 389572 | 1G - Protected |
| N38251165 | 26.KFGS.000015..MS | CD3654, EXP 06-28-17, Content ID 389572 | 1G - Protected |
| N38251168 | 26.KFGS.000018..MS | CD3654, EXP 06-28-17, Content ID 389572 | 1G - Protected |

OMR: N166830
Contract Code: 191003

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MA-0000451-2016

**AMENDMENT TO
CENTURYLINK TOTAL ADVANTAGE™ AGREEMENT**

| | | | |
|-----------|--------------------|---|----------------|
| N38251169 | 26.KFGS.000019..MS | CD3654, EXP 06-28-17, Content ID 389572 | 1G - Protected |
| N38251167 | 26.KFGS.000017..MS | CD3654, EXP 06-28-17, Content ID 389572 | 1G - Protected |
| N38251166 | 26.KFGS.000016..MS | CD3654, EXP 06-28-17, Content ID 389572 | 1G - Protected |
| N41635744 | 26.KRGS.000012..MS | CD3654, EXP 06-28-17, Content ID 389572 | 1G - Protected |
| N51754746 | 26.KGFS.000021..MS | CD3654, EXP 06-28-17, Content ID 389572 | 10G LAN PHY |
| N29056113 | 26.kggs.000022.ms | CD3654, EXP 06-28-17, Content ID 389572 | 10G LAN PHY |
| N29056110 | 29.kgfs.000011.ms | CD3654, EXP 06-28-17, Content ID 389572 | 10G LAN PHY |
| N84154332 | 26.KRFS.000024..MS | CD3654, EXP 06-28-17, Content ID 389572 | 1G - Protected |
| N82152995 | 29.KGFS.000012.ms | CD3654, EXP 06-28-17, Content ID 389572 | 10G LAN PHY |

(c) Section 2.2 Changes (a) Additions to Service is replaced as follows:

Service elements can be added to an existing GeoMax Service at the rates set forth in the Pricing Attachment. Service additions will have a Minimum Service Period of 12 months. Service additions must be added via an Amendment executed between the parties.

5. Modifications to existing Domestic Network Diversity Service Exhibit. The following table is added to the Pricing Attachment:

Optical Wavelength Diversity Service Rates

Check the applicable elements of Diversity Service ordered.

Single Circuit Diversity

| A Location: NPA/NXX | Z Location: NPA/NXX | Circuit Type | Diversity Enhancement MRC |
|------------------------|------------------------|-----------------|---------------------------------|
| [REDACTED] | [REDACTED] | 100G | \$0 |
| [REDACTED] | [REDACTED] | 100G | \$0 |
| [REDACTED] | [REDACTED] | 100G | \$0 |
| [REDACTED] | [REDACTED] | 100G | \$0 |
| [REDACTED] | [REDACTED] | 100G | \$0 |
| [REDACTED] | [REDACTED] | 100G | \$0 |
| [REDACTED] | [REDACTED] | 100G | \$0 |
| [REDACTED] | [REDACTED] | 100G | \$0 |

6. Miscellaneous. This Amendment will be effective as of the date it is executed by CenturyLink after the Customer's signature (the "Amendment Effective Date") and will become part of 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, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

ISDN PRS, DSS ADVANCED OR UAS SERVICE EXHIBIT
INDIVIDUAL CASE BASIS

PRICING ATTACHMENT
FOR THE STATE [REDACTED]

AQCB Contract Number:

| Type of Service | USOC & MRC/line for 12 month Term | NRC |
|--------------------|-----------------------------------|--------|
| PRS Voice/Data DS1 | [REDACTED] | \$0.00 |

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

PRICING ATTACHMENT
FOR THE STATE OF NORTH DAKOTA

AQCB Contract Number:

| Type of Service | USOC & MRC/line for 12 month Term | NRC |
|--------------------|-----------------------------------|--------|
| PRS Voice/Data DS1 | [REDACTED] | \$0.00 |

PRICING ATTACHMENT
FOR THE STATE OF OREGON

AQCB Contract Number:

| Type of Service | USOC & MRC/line for 12 month Term | NRC |
|--------------------|-----------------------------------|--------|
| PRS Voice/Data DS1 | ZPG61 \$620 | \$0.00 |

| Service Location including City and State | Circuit ID or BTN | Type of Service | Qty. | Total MRC per location |
|--|-------------------|--------------------|------|------------------------|
| 2650 US HIGHWAY 395,HERMISTON,OR 97838,USA | | PRS Voice/Data DS1 | 1 | \$620.00 |
| Total MRC: | | | | \$620.00 |

PRICING ATTACHMENT
FOR THE STATE OF [REDACTED]

AQCB Contract Number:

| Type of Service | USOC & MRC/line for 12 month Term | NRC |
|--------------------|-----------------------------------|--------|
| PRS Voice/Data DS1 | [REDACTED] | \$0.00 |

LINE VOLUME PLAN SERVICE EXHIBIT

PRICING ATTACHMENT

PRICING ATTACHMENT - EXHIBIT 1

MONTHLY RATES FOR DISCOUNT ELIGIBLE SERVICES

Customer: [REDACTED]

Contributory Access Lines = 7,383
 Line Tier = 3,000+
 Minimum Line Requirement = 3,000

Discount Eligible Services

"1FB" = Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB)
 Hunting on 1FBs will be discounted 95% in Wyoming and provided at no additional charge in the remaining 14 States.

Monthly Discounts

| | 1FB |
|------------|-------------------|
| [REDACTED] | \$16.50 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |
| [REDACTED] | \$18.00 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |
| Oregon | \$16.50 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |
| [REDACTED] | \$16.50 3YR 3,000 |

Contributory Access Lines = 7,383
 Line Tier = 2100 - 2999
 Minimum Line Requirement = 2100

Discount Eligible Services

"1FB" = Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB)
 Hunting on 1FBs will be discounted 95% in Wyoming and provided at no additional charge in the remaining 14 States.

Monthly Discounts

| | 1FB |
|------------|-------------------|
| [REDACTED] | \$18.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |
| [REDACTED] | \$20.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |
| Oregon | \$18.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |
| [REDACTED] | \$18.00 3YR 2,100 |

LINE VOLUME PLAN SERVICE EXHIBIT

PRICING ATTACHMENT - EXHIBIT 2

Customer: 

| Contributory Access Lines and (USOCs) | |
|--|--|
| Discount Eligible | Not Discount Eligible |
| **Flat Business Lines (1FB, 1FL, 1FA, AFK, AFV, HFB) | Flat Business Lines (AF4, BHS, 7FB) Utility Line (AWL) Centrex 21 (RXB, EPB, R4X, XRW, XRS, RSX, R4V, R6X) |

** Flat Business Lines with the following CenturyLink Choice™ packages will only receive the package discount as shown on Exhibit 1.
 CenturyLink Choice™ Business (PGOQL only)
 CenturyLink Choice™ Business Plus (PGOQM only)
 CenturyLink Choice™ Business Add-A-Line (PGOQN)
 CenturyLink Choice™ Business Prime (PGOQT)
 NOTE: CenturyLink Choice package USOCs should not be included in the Contributory Access Line count.

| | |
|---|---------------|
| TOTAL Contributory Access Lines: | 7,383+ |
|---|---------------|

Customer certifies that the Contributory Access Lines (a) exist under the Billing Telephone Numbers ("BTN") shown below; or (b) will be installed at the Service Address(es) shown below.

CenturyLink and Customer agree to not provide an itemized list of all access lines due to the extreme size involved.

| BTN / Service Address | USOC | QTY |
|-----------------------|------|-----|
| | | |