



October 13, 2016

Advice No. C86-2016

Filing Center  
Oregon Public Utility Commission  
PO BOX 1088  
Salem OR 97308-1088

Attention: Filing Center

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 August 23, 2016.

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

**MICHELLE "CHELLE" LYN RIVERS**  
Tariff Analyst  
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**ISDN PRS**  
CONTRACT OPPORTUNITY # NSP233452  
CONTRACT SUMMARY

**Type Of Agreement:** New Request:  X  Renewal: \_\_\_\_\_ Addition: \_\_\_\_\_

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

**Effective Date:** August 23, 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:**

<b>Service:</b>	<b>ISDN Primary Rate</b>
Number of Arrangements:	4
Monthly Unit Price:	\$300.00

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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.

**AMENDMENT TO  
CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT**

THIS AMENDMENT NO. ONE (this "Amendment") by and between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and [REDACTED] ("Customer"), amends the CenturyLink Total Advantage Agreement, or Qwest Total Advantage Agreement, as applicable, Content ID: 1028034, 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 may withdraw this offer if Customer does not execute and deliver the Amendment to CenturyLink on or before **September 29 2016** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Amendment is acceptable. All references to "Qwest Total Advantage" or "QTA" are replaced with "CenturyLink Total Advantage."

**CUSTOMER:** [REDACTED]

**CENTURYLINK COMMUNICATIONS , LLC**

DocuSigned by:

*Irina Khanin*

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Authorized Signature  
Irina Khanin

Authorized Signature [REDACTED]

Name Typed or Printed [REDACTED]

Name Typed or Printed

Offer Management

Title [REDACTED]

Title

8/23/2016

Date

Date

CenturyLink and Customer wish to amend the Agreement as follows:

1. **Term and Revenue Commitment.** Customer indicates below whether it is changing the length of its existing Term and/or changing the amount of its existing Revenue Commitment as set forth in the Agreement. Any references to "Initial Revenue Commitment Term" or "Revenue Commitment Term" in the Agreement are replaced with "Initial Term" or "Term."

**No Changes.** Customer's existing Revenue Commitment of \$3,000.00 per month and existing Term of 12 months contract code 190021, which began on October 21, 2015, as set forth in the Agreement will remain in effect.

3. **Modifications.** 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.

(c) CenturyLink's Information Services Schedule ("ISS"), Rates and Services Schedules ("RSS") and Tariff (which includes CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules) are posted at the following links and are incorporated by this reference:

- The ISS is located at [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf)
- The International RSS is located at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf)
- The Interstate RSS is located at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf)
- The Tariff is located at <http://www.centurylink.com/tariffs>

(d) If the Agreement provides that Option Z pricing is used, the parties agree that any reference to "QTA Discount" in a Service Exhibit will be disregarded, and the rates set forth in the Service Exhibit, valid Order Form, or CenturyLink -approved quote form, are in lieu of all other rates, discounts, or promotions. Notwithstanding the preceding sentence, CenturyLink reserves the right to modify rates and charges due to Regulatory Activity and will provide as much prior written notice as practicable but not less than 14 calendar days'

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notice. "Regulatory Activity" means any regulation and/or ruling, including modifications thereto, by any regulatory agency, legislative body or court of competent jurisdiction.

**3.2 No Resale; Compliance.** The "No Resale; Compliance" section is replaced as follows:

**No Resale; Security.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

**3.3 Modifications to existing ISDN PRS, DSS or UAS Individual Case Basis ("ICB") Rate Plan Agreement:** Customer indicates below that it is adding or changing pricing elements in its existing ISDN PRS, DSS or UAS Individual Case Basis ("ICB") Rate Plan Agreement.

(a) The ISDN PRS ICB Pricing Offer for the state of OR will be added to the existing ISDN PRS, DSS or UAS Individual Case Basis ("ICB") Rate Plan Agreement within this amendment.

**3.4 Billing Information.** Any new pricing applicable to Customer's existing Services, if any, will become effective at CenturyLink QCC's earliest opportunity, but in no event later than the second full billing cycle following the Amendment Effective Date ("Billing Change Date"). The new pricing is otherwise in lieu of, and supersedes and replaces in its entirety, the pricing that Customer previously received under the Agreement.

**4. Miscellaneous.**

**4.1** On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC d/b/a CenturyLink QCC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC. References in the Agreement to "Qwest Communications Corporation," "Qwest Communications Company, LLC," or "QCC" are replaced with "CenturyLink Communications, LLC".

**4.2** 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.

**AMENDMENT TO  
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**Exhibit 1**

**ISDN PRS ICB PRICING  
OFFER FOR THE STATE OF  
OR**




**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): OR3509Z

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
 OR 97209,USA		ZPG61	12mo	\$0.00	4	\$1200

