



October 12, 2018

Advice No. CTL-2018-02

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

Attention: Filing Center

Pursuant to ORS 759.250, United Telephone Company of the Northwest d/b/a CenturyLink is filing notification of a Special Contract for ISDN Primary Rate Interface (PRI) Service which is a competitive service. This agreement was signed August 10, 2018 and 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.

If you have questions or need additional information regarding this filing, please contact me at (318) 855-0136 or Ashley.Douglas@centurylink.com.

Sincerely,

A handwritten signature in black ink that reads "Ashley Douglas".

Ashley Douglas

cc: Phil Grate, CenturyLink

Attachments

UNITED TELEPHONE COMPANY OF THE NORTHWEST
d/b/a CENTURYLINK
CONTRACT NO. 171003285055
CONTRACT SUMMARY

Effective Date: August 10, 2018
Term Of Contract: 36 Months
Service Location: Hood River, OR
Service Offered: ISDN Primary Rate Interface (PRI)
Monthly Recurring Charge: \$600.00

Service Description:

The ISDN-PRI Service included in this contract will provide the customer a DS1 level access link to the telecommunications network including the functionality of integrating multiple voice and data transmission channels on the same line.

Contract Provisions:

The contract provides ISDN-PRI service to a customer in the Hood River, Oregon exchange for a 36 month term.

Cost Support:

The accompanying confidential cost support documents provide the basis for the rates in the contract as well as demonstrating that the rates cover the cost of providing the service.

UNITED TELEPHONE COMPANY OF THE NORTHWEST
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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.

Response:

The Company is offering the service via contract due to the competitive nature of the requested service in this market area in Oregon.

- b. Provide the number of similarly situated customers who should receive the same terms and conditions.

Response:

Similarly situated customers in this market area within the United Telephone Company of the Northwest service area would receive the same terms and conditions if they purchased the same service in the same quantity for the same term.

- 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.

Response:

Not applicable as all similarly situated customers should receive the same terms and conditions if purchasing the same service in the same quantity for the same term.

- d. Summarize termination clause in the contract that protects CenturyLink if the customer stops the service early and CenturyLink does not recover initial costs.

Response:

Termination Liability is found on the Price List, Page 43, Section 14.

UNITED TELEPHONE COMPANY OF THE NORTHWEST
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e. Was there a Request for Proposal (RFP)?

Response:

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?

Response:

Yes. Although CenturyLink does not have specific information about the service offering of competitors, it generally believes that CLECs and other alternative providers offer services equivalent to CenturyLink's ISDN-PRI service to customers within the service area of United Telephone Company of the Northwest.

[REDACTED]
Proposal For CenturyLink ISDN - PRI Services

Proposal Date: 8/9/2018

Expire Quote Date: 10/8/2018

Customer Copy - Quote #: 18-005980



CenturyLink™

				TOTAL	\$600.00	\$125.00
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Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:
Entity: United Telephone Company of the Northwest
Service: CenturyLink ISDN - PRI Services
- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes or moves site locations. Rates, charges and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

[REDACTED]

Contract No. 171003285055

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and [REDACTED] ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

DocuSigned by:
 By: Mark Berkovitch
 Printed: Mark Berkovitch
 Title: Sales Director
 Date: 8/10/2018

DocuSigned by:
 By: [REDACTED]
 Printed: [REDACTED]
 Title: President / CEO
 Date: 8/10/2018

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

Customer Address: [REDACTED] OR 97031-8711

And if related to a dispute to:
 CenturyLink
 Attn: Legal Department
 1801 California Street, #900
 Denver, CO 80202
 Fax: (888) 778-0054

Address for Notices (if different from above):

Sales Rep: Dona Threadgill
 Sales Rep Phone: 5034253363

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the company providing Services to Customer is listed on each Price Quote. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 18-005980

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **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 prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.