



July 25, 2019

Advice No. C32-2019

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 Digital Switched Service (DSS). This agreement was signed June 5, 2019.

C32-2019 is a continuation of the provision of services provided under an active contract. The renewal (or extension) contract is being filed as a new contract pursuant to ORS 759.250 because it would exceed the statutory 5-year limitation. A financial/cost analysis is provided as a part of the filing.

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) 855-0136.

Yours very truly,

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

Ashley Douglas
cc: Phil Grate, CenturyLink
Attachments

ASHLEY DOUGLAS
Senior Government Operations Analyst
Ashley.Douglas@CenturyLink
100 CenturyLink Drive
Monroe, LA, 71203
voice: (318) 855-0136

DSS
CONTRACT OPPORTUNITY ID # R028672
CONTRACT SUMMARY

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

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

Effective Date: June 5, 2019

ISDN PRIMARY RATE SERVICE (PRS)

Service Description:

Digital Switched Service (DSS) is a digital transmission facility (DS1) at a speed of 1.544 MPBS (Megabits per Second) between the customer's premises and the Company's central office switch. Multiplexing of the DSS facility in the Company's central office accommodates up to a maximum of 24 Voice grade and/or 24 data channels into the central office switch.

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:	DSS
Number of Arrangements:	3
Monthly Unit Price:	\$400.00

DSS
CONTRACT OPPORTUNITY ID # R028672
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.

DSS
CONTRACT OPPORTUNITY ID # R028672
CONTRACT SUMMARY

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

Answer:

CenturyLink negotiated with this customer for DSS 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.

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

THIS THIRD AMENDMENT ("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 Individual case Basis ("ICB") Rate Plan Agreement, dated November 25, 2015 retained under Pramata IDs 988271,1017714, (NSP#s N149488, N184012, N316659), 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 twelve (12) months prior to the expiration of the Agreement.

2. Circuit Minimum. The first paragraph of the Agreement is deleted and replaced with the following: "This ICB Agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and Wyndham Worldwide Operations, Inc. ("Customer") and is effective on the date CenturyLink signs it ("Effective Date"). In order to qualify for the pricing under this Agreement, Customer must purchase a minimum of six (6) DS1 facilities ("Minimum Circuits") for Integrated Services Digital Network Primary Rate Service ("ISDN PRS"), or Digital Switched Service ("DSS") with "Advanced" or "Basic" trunks, or Uniform Access Solution Service ("UAS") (individually and collectively referred to as the "Service"). The Minimum Circuits must be installed within 30 days of the Effective Date ("Ramp Period"), unless an installation delay is caused by CenturyLink, and must remain installed during the Term of this Agreement. The circuits may be aggregated across CenturyLink's local serving areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming."

3. Charges and Billing. In Section 4.1 of the Agreement, the phrase "thirteen (13) Minimum Circuits threshold" is deleted and replaced with the phrase "six (6) Minimum Circuits threshold."

4. Term. The Term of the Agreement is extended for thirty-six (36) months from the Amendment Effective Date, as defined in Section 5.

5. Required Notices. The notice information for Customer in Section 13.10 of the Agreement is deleted. Notices to Customer must be in writing and sent to [REDACTED], FL 32821, Attn.: Legal IT, Privacy, and Information Management Group, with copies to [REDACTED], IN 46032, Attn: Vice President, Information Technology (Voice and Data Technical Services) and [REDACTED]. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail."

6. Pricing Plan Attachment. The pricing attachments to the Agreement are deleted and replaced with the pricing attachments to this Amendment ("New Pricing Attachments"). In some instances, the New Pricing Attachments reflect changes to the Services and locations. The pricing in the New Pricing Attachments will remain in effect for the Term as extended by this Amendment.

7. 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, as amended, set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies among the 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]

Name Typed or Printed
[REDACTED]

Title
June 3rd, 2019

Date

Qwest Corporation d/b/a CenturyLink QC
Donna M McNally
Donna M McNally (Jun 5, 2019)

Authorized Signature
Donna M McNally

Name Typed or Printed
Sr Manager Offer Management

Title
Jun 5, 2019

Date

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

**PRICING ATTACHMENT 1
FOR THE STATE OF COLORADO**

[REDACTED]
[REDACTED]
Customer

**AQCB Contract Number:
Not applicable**

Type of Service	USOC & MRC/line for 36-month Term	NRC
PRS Voice/Data DS1	ZPGY3, ZPGU3, ZPG63 \$400	\$0.00
DSS ADV TRUNK DS1	4D1DM \$400	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per location
[REDACTED] CO 81301	970-D82-0036 305	PRI Voice/Data DS1	1	\$400.00
[REDACTED], [REDACTED] CO 80487	970-J79-0843 598	DSS Advanced Trunk DS1	1	\$400.00
[REDACTED] CO 81620	970-K49-1085 623	PRI Voice/Data DS1	1	\$400.00
Total MRC:				\$1,200.00

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

**PRICING ATTACHMENT 1
FOR THE STATE OF ARIZONA**

[REDACTED]
Customer

AQCB Contract Number: Not applicable

Type of Service	USOC & MRC/line for 36-month Term	NRC
PRS Voice/Data DS1	ZPGY3, ZPGU3, ZPG63 \$400	\$0.00
DSS ADV TRUNK DS1	4D1DM \$400	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per location
[REDACTED] AZ 85044	602-E31-6252 038	PRI Voice/Data DS1	1	\$400.00
[REDACTED] AZ 85040	602-E31-6746 066	PRI Voice/Data DS1	1	\$400.00
[REDACTED] AZ 86336	928-C82-0392 502	PRI Voice/Data DS1	1	\$400.00
[REDACTED] AZ 86004	928-F22-0025 070	PRI Voice/Data DS1	1	\$400.00
Total MRC:				\$1,600.00

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

**PRICING ATTACHMENT 1
FOR THE STATE OF OREGON**

[REDACTED]

[REDACTED]
Customer

**AQCB Contract Number:
Not applicable**

Type of Service	USOC & MRC/line for 36-month Term	NRC			
PRS Voice/Data DS1	ZPGY3, ZPGU3, ZPG63 \$400	\$0.00			
DSS ADV TRUNK DS1	4D1DM \$400	\$0.00			
Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per location	
[REDACTED] OR 97138	503-T02-2772 439	DSS Advanced Trunk DS1	1	\$400.00	
[REDACTED] OR 97138	503-T32-7617 318	DSS Advanced Trunk DS1	1	\$400.00	
[REDACTED] OR 97138	503-T41-9192 805	DSS Advanced Trunk DS1	1	\$400.00	
Total MRC:				\$1,200.00	

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

**PRICING ATTACHMENT 1
FOR THE STATE OF MONTANA**

[REDACTED]
Customer

AQCB Contract Number: Not applicable

Type of Service	USOC & MRC/line for 36-month Term	NRC
PRS Voice/Data DS1	ZPGY3, ZPGU3, ZPG63 \$400	\$0.00
DSS ADV TRUNK DS1	4D1DM \$400	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per location
[REDACTED] MT 59758	406-G46-0033 443	DSS Advanced Trunk DS1	1	\$400.00
Total MRC:				\$400.00

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

**PRICING ATTACHMENT 1
FOR THE STATE OF UTAH**

[REDACTED]
Customer

AQCB Contract Number: Not applicable

Type of Service	USOC & MRC/line for 36-month Term	NRC
PRS Voice/Data DS1	ZPGY3, ZPGU3, ZPG63 \$400	\$0.00
DSS ADV TRUNK DS1	4D1DM \$400	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per location
[REDACTED] UT 84098	435-G49-4225 002	PRI Voice/Data DS1	1	\$400.00
Total MRC:				\$400.00

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

**PRICING ATTACHMENT 1
FOR THE STATE OF WASHINGTON**

[REDACTED]

[REDACTED]
Customer

**AQCB Contract Number:
Not applicable**

Type of Service	USOC & MRC/line for 36-month Term	NRC
PRS Voice/Data DS1	ZPGY3, ZPGU3, ZPG63 \$400	\$0.00
DSS ADV TRUNK DS1	4D1DM \$400	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per location
[REDACTED] WA 98101	206-T41-5739 032	PRI Voice/Data DS1	1	\$400.00
Total MRC:				\$400.00

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

**PRICING ATTACHMENT 1
FOR THE STATE OF NEW MEXICO**

[REDACTED]

[REDACTED]
Customer

**AQCB Contract Number:
Not applicable**

Type of Service	USOC & MRC/line for 36-month Term	NRC
PRS Voice/Data DS1	ZPGY3, ZPGU3, ZPG63 \$400	\$0.00
DSS ADV TRUNK DS1	4D1DM \$400	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Qty.	Total MRC per location
[REDACTED] NM 87501	505-E55-0717 239	PRI Voice/Data DS1	1	\$400.00
Total MRC:				\$400.00

**Exhibit 1
ISDN PRS ICB PRICING OFFER
FOR THE STATE OF UT**

[REDACTED]
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): _____

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
[REDACTED], UT 84098, USA		ZPGU3	36mo	\$0.00	1	\$400

**Exhibit 1
ISDN PRS ICB PRICING OFFER
FOR THE STATE OF CO**

[Redacted]
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

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AQCB# (internal use only): _____

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
[Redacted],CO 81620,USA		ZPGU3	36mo	\$0.00	1	\$400
[Redacted],CO 81301,USA		ZPGU3	36mo	\$0.00	1	\$400

**Exhibit 1
ISDN PRS ICB PRICING OFFER
FOR THE STATE OF AZ**

[REDACTED]
Customer

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Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
[REDACTED] AZ 86336,USA		ZPG63	36mo	\$0.00	1	\$400
[REDACTED] AZ 85044,USA		ZPGY3	36mo	\$0.00	1	\$400
[REDACTED],AZ 85040,USA		ZPGY3	36mo	\$0.00	1	\$400
[REDACTED],AZ 86004,USA		ZPGU3	36mo	\$0.00	1	\$400

**Exhibit 1
ISDN PRS ICB PRICING OFFER
FOR THE STATE OF WA**

[Redacted]
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): _____

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
[Redacted] WA 98101,USA		ZPG63	36mo	\$0.00	1	\$400

**Exhibit 1
ISDN PRS ICB PRICING OFFER
FOR THE STATE OF UT**

[REDACTED]
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

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AQCB# (internal use only): _____

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
[REDACTED], UT 84098, USA		ZPGU3	36mo	\$0.00	1	\$400

**Exhibit 1
ISDN PRS ICB PRICING OFFER
FOR THE STATE OF NM**

[Redacted]
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): _____

Service Location Including City and State	Circuit ID/BTN	USOC	Term	NRC	Qty.	Total MRC Per Location
[Redacted], NM 87501, USA		ZPG63	36mo	\$0.00	1	\$460