



October 12, 2018

Advice No. C83-2018

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 27, 2018. ISDN PRS is the only local regulated service in this contract.

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
Tariff Analyst III
Ashley.Douglas@CenturyLink
100 CenturyLink Drive
Monroe, LA, 71203
voice: (318) 855-0136

ISDN PRS
CONTRACT NSP # 962624
CONTRACT SUMMARY

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

Term Of Agreement: The term of the contract is 24 months.

Effective Date: August 27, 2018

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:	\$325

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

THIS 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 ICB Agreement or Supplement retained under Content ID 1141677 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 24 month Term	NRC
PRS Voice/Data DS1	ZPGY2 \$325	\$0.00

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 [REDACTED] OR 97401		PRS Voice/Data DS1		1	\$325

2. **Termination Waiver.** Provided Customer places order for PRS Voice/Data DS1 service at [REDACTED] OR 97401 as described above, CenturyLink agrees to waive any termination penalties on existing ISDN PRS service at [REDACTED] OR ([REDACTED]). Existing service satisfied it's minimum service term.

3. **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]
[REDACTED]

Authorized Signature
[REDACTED]

Name Typed or Printed
[REDACTED]

Title

Date
8/24/2018

Qwest Corporation d/b/a CenturyLink QC
Trent Scoggins

Authorized Signature
Trent Scoggins

Name Typed or Printed

Title
8/27/2018

Date