

October 12, 2018

Advice No. C80-2018

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 AdvantageTM Express Agreement which is provided by Qwest Communications Company (QCC) LLC, d/b/a CenturyLink QCC. This agreement was signed on August 10, 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,

Ashley Douglas

cc: Phil Grate, CenturyLink

ashley Douglas

Attachments

ASHLEY DOUGLAS

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

ISDN PRS

CONTRACT NSP # 888663 CONTRACT SUMMARY

Type Of Agreement:	New Request: X Renewal: Addition:
Term Of Agreement	: The term of the contract is 36 months.
Effective Date:	August 10, 2018
ISDN PRIMARY RAService Description:	ATE SERVICE (PRS)
•	ervice (PRS) is a digital four-wire full duplex transmission path between stomer Premises Equipment (CPE) and an ISDN-equipped central office.
Description of Offer:	;
-	ice discount in Oregon for the business service noted above. All other terms and act are offered in accordance with the Oregon QC Exchange and Network Services
Unit Price:	
Service: Number of Arrange Monthly Unit Price	

ISDN PRS

CONTRACT NSP # 888663 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

Was there a Request for Proposal? Please describe.

e.

Answer:

Answer:

CONTRACT NSP # 888663 CONTRACT SUMMARY

	CenturyLink negotiated with this customer for ISDN PRI services.			
f.	Are there competitive alternatives? If yes, who are the competitive providers and what service to they offer?			

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 ("Customer") hereby amends the CenturyLink ISDN PRS, DSS Advanced, or UAS ICB Agreement or Supplement retained under Content ID 847191 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.

Pricing Attachment for the State of Oregon

Type of Service	USOC & MRC/line for 36 month Term	NRC
DSS ADV TRUNK DS1	4D1DM \$350	\$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 at:		DSS ADV TRUNK			
OR		DS1	No	1	\$350
Add location at:		DSS ADV TRUNK			
OR		DS1	No	1	\$350

See Attachment 1 for additional locations.

2. **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.

Authorized Signature	Events Corporation d/b/a CenturyLink QC By Casey Authorized Signature
Name Typed or Printed	Brett Casey Name Typed or Printed
	<u>Director of Offer Management</u> Title
8/10/2018 Date	7/24/2018 Date