**ATTACHMENT 1**

**1. Definitions.**

As used in this Agreement certain terms shall have the meanings stated below:

(a) “Washington Regulated Services” shall mean intrastate telecommunications services that are contained in CenturyLink’s effective tariffs on file at the Washington Utilities and Transportation Commission (“Commission” ) as of the Effective Date.

(b) “Current Contract” shall mean any contract now in effect between CenturyLink that is limited to providing Washington Regulated Services to DoD/FEA locations in the State of Washington.

(c) “Successor Contracts” shall mean contracts awarded during the “Rate Protection Period.”

(d) “Effective Date” shall mean the date the Agreement is approved, without change, by Commission order.

(e) “Rate Protection Period” shall mean the five year period that commences upon the Effective Date.

(f) “DoD/FEA”: U.S. Department of Defense and All Other Federal Agencies including all entities and components of the Federal government (both military and nonmilitary).

(g) “CenturyLink”: the petitioning CenturyLink companies in Docket No. UT-130477.

**2. Rate Protection Commitment**

In the event that during the Rate Protection Period DoD/FEA solicits bids for procurement of telecommunications services for Washington locations where CenturyLink is the incumbent local exchange carrier but not the existing contract awardee, CenturyLink commits to bid on the procurement.

In the event that during the Rate Protection Period DoD/FEA solicits bids for procurement of telecommunications services for the same location as a Current Contract, CenturyLink will (i) bid on the procurement, (ii) and, to the extent such bid is for Washington Regulated Services included in the Current Contract, the CenturyLink bid shall offer rates, terms, and conditions for such Washington Regulated Services that shall be no higher or less advantageous than the rates, terms and conditions provided under the Current Contract. This commitment shall apply to bids during the Rate Protection Period for all Successor Contracts. This commitment shall not apply to mandatory fees and charges ordered by the Commission and Federal Communications Commission authorized charges. Nothing in this commitment is intended to prevent CenturyLink from aggressively competing on new bids, *i.e.,* offering lower prices or more favorable terms and conditions in future bids than those in Current Contracts or where CenturyLink is the incumbent LEC.

**3. Tariff Availability Commitment**

As a result of the approval of the AFOR, CenturyLink will withdraw existing Washington tariffs governing business services in Washington, and will place those service offerings in a catalog.[[1]](#footnote-1) CenturyLink agrees to provide a copy of the tariff(s) that was/were in effect immediately preceding this withdrawal to DoD/FEA.

In the event that (a) DoD/FEA solicits bids for procurement of Washington Regulated telecommunications services for the same locations as the Current Contracts, or (b) Washington Regulated services are procured by DoD/FEA via CenturyLink tariffs or catalogs where CenturyLink is the incumbent LEC, CenturyLink will offer rates, terms, and conditions to the DoD/FEA that shall be no higher or less advantageous than the rates, terms and conditions provided under the contracts, tariffs, or catalogs, respectively, in effect immediately preceding the Effective Date of this Settlement Agreement. This commitment will remain in place for the Rate Protection Period.

**4. Service Quality**

CenturyLink commits that all service quality requirements that are part of any DoD/FEA contract or applicable Commission rule or order shall be applicable to the service provided to the DoD/FEA under this Agreement.

**5. Revenue Commitment**

This Agreement is contingent on the DoD/FEA in Washington maintaining total service levels that result in billings by CenturyLink that are at least 90% of the average quarterly billings for the four quarters preceding the date of this Agreement. If, after notice from CenturyLink the total service billings remain continuously below the 80% level for 180 days, then this Agreement may be terminated by CenturyLink.

The Commission’s approvals of this Agreement and of the CenturyLink AFOR are conditions precedent to this Agreement.

1. Note that the CenturyLink QC (legacy Qwest) business services were moved to the catalog at various points over the years, including as a result of competitive classification petitions for specific services beginning in 1999, and then in 2008 as a result of the Qwest AFOR in Docket No. UT-061625. [↑](#footnote-ref-1)