

Taylor Telecom Consulting Service



VIA OVERNIGHT MAIL

WT-013097
(F)

October 29, 2001

Ms. Carole Washburn
Executive Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive, SW
Olympia, WA 98504-7250

RECEIVED
01 OCT 31 11:10:19
REGISTRATION UNIT

Re: Tel West Communications, LLC
Complaint Against Qwest and Petition for Enforcement

Dear Ms. Washburn:

Enclosed please find the original and 19 copies of a formal Complaint and Petition for Enforcement against Qwest Corporation, filed on behalf of Tel West Communications. Copies have been overnight mailed to Qwest concurrent with the filing of this Complaint and Petition with the Commission.

Acknowledgement of receipt of this filing is appreciated. A copy of this letter and a self-addressed, stamped envelope are enclosed for this purpose.

Please contact me with any questions pertaining to this matter.

Sincerely,

Donald O. Taylor
Consultant to Tel West Communications

Enclosures

cc: Tel West Communications
Enclosed List of Recipients

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Complaint and Petition for Enforcement of Tel West Communications, LLC Against

QWEST CORPORATION, INC.

For Failure to Comply with Provisions of Its Resale Agreement with Tel West; and,

Provision of Inferior Wholesale Services

Tel West's Complaint and Petition for Enforcement

Docket UT-013097

01 OCT 2001 10:19:19
RECEIVED
REGISTRATION

INTRODUCTION AND BACKGROUND

Tel West Communications, LLC ("Tel West") is registered and certified as a Competitive Telecommunications Company in the state of Washington (Docket UT-981258, approved 10/28/98), and resells services of incumbent local exchange carriers (ILECs) to end users throughout the state of Washington. In 1998, Tel West entered into a Resale Agreement in Washington with U S WEST Communications, now Qwest Corporation, Inc. ("Qwest"), corporate offices at 1801 California Street, Denver, CO 80202. That Resale Agreement expired August 1, 2001. A new interconnection Agreement has been negotiated and signed with Qwest, and is pending approval by the Commission. The terms and conditions of the expired Resale Agreement have continued in effect pending approval of the new Agreement.

Tel West's complaints against Qwest are filed under provisions of WAC 480-09-530. Advance notice of this Complaint, as required by the referenced WAC, has been provided to

Qwest (copy enclosed herein as Exhibit H), and copies of this Complaint have been delivered to Qwest concurrent with delivery to the Commission.

SUMMARY OF COMPLAINTS

Qwest has consistently failed to adhere to the terms of its contract with Tel West which requires provision of services to Tel West that are equal to and subject to the same conditions as the services Qwest provides to its own end users. Specific complaints, with supporting documentation, are itemized in the following paragraphs and related exhibits. Tel West has attempted to resolve its complaints against Qwest and its predecessor U S WEST Communications on numerous occasions, without success. Examples of these attempts to resolve complaints are also provided herein, with related exhibits.

Tel West also has additional, non-contract related complaints against Qwest as a wholesale services provider. Specific examples of these non-contractual complaints and Tel West's attempts to resolve them are also provided.

CONTRACT VIOLATIONS BY QWEST

Qwest has consistently violated its contract obligations with Tel West in the following areas, listed in order of priority and importance:

1. Lack of service installation due date parity;
2. Failure to provide Tel West with service credits and/or payments available to Qwest end users for installation and repair delays;
3. Providing inefficient and time-consuming customer service to Tel West during calls to the Qwest Interconnect Service Centers (ISCs);
4. Requiring Tel West to pay full nonrecurring charges up-front while allowing Qwest end users to spread payment over time;

Following is information specific to each of the preceding.

1. Lack of Service Installation Due Date Parity

Tel West's Resale Agreement with Qwest, at Section IV. B. 2., Resale Services (Exhibit A), states:

“USWC shall provide to Reseller services for resale that are equal in quality, subject to the same conditions (including the conditions in USWC's effective tariffs), within provisioning time intervals that are *substantially equal to the intervals USWC provides these services to others, including end users . . .*” [emphasis added].

Despite this clear contractual requirement for service installation due date parity, the average installation interval for services provided to Tel West's end users by Qwest is significantly longer than the average installation interval for service Qwest provides to its own end users. A report produced by Qwest and provided to Tel West (Exhibit B, Qwest CLEC report OP-4C, September 2000 through August 2001) claims that the average installation interval for a Tel West end user (“Residence Service—No Dispatch Required”) was 2.42 days. According to this same report, during the same period of time Qwest delivered equivalent service to its own end users with an average interval of only 1.91 days, a difference of .51 days. And during the last three months of this report (June-August 2001), the interval discrepancy rose to an average 1.01 days. So even according to its own reports, Qwest clearly provides itself a competitive advantage over Tel West by more than a day in terms of the average installation interval, and is in fact increasing its advantage.

However, Tel West's records (Exhibit C) show that the average installation interval for Tel West end users in Washington during the same 12 months (September 2000--

August 2001) is 6.67 days¹, not 2.42 days, as claimed by Qwest, a difference of 4.25 days. Tel West, as a matter of policy and process, passes its orders to Qwest the same day it receives them from its end users. But even granting one full day for Tel West to generate an order to Qwest and subtracting this day from the installation service interval still leaves a discrepancy of 3.25 days, on average, between Tel West's and Qwest's records. To summarize this issue, Tel West believes that Qwest's report is inaccurate and misleading, and that Qwest is understating the time it takes to deliver service to Tel West's end users by more than three (3) days. This is in clear violation of Qwest's Agreement with Tel West, and puts Tel West at a serious competitive disadvantage with Qwest, which is both its vendor and its largest competitor.

Tel West has suffered severe financial losses due to Qwest's failure to process Tel West's service orders in time frames similar to service orders of its retail customers. Tel West calculates that it costs \$3.67 for each call to its service center by an end user inquiring about status of services it has ordered. Tel West's experience is that end users call at least once per day to check status of their orders after 2 days from the order date. As shown above, the average installation interval for a Tel West service order to Qwest is 6.67 days. This means that Tel West receives an average of 4.67 calls from each end user before installation of service, at an average cost of \$17.14 per order. During the last 12 months Tel West has passed 2,373 service orders to Qwest for Washington end users, at a yearly cost to Tel West of \$40,673.22 due to these unnecessary end user calls.

¹ Tel West's calculations include all orders, not just Residence—No Dispatch Required. But the vast majority of Tel West's orders to Qwest (96.8%) are Residence—No Dispatch Required, and the potential variance from the calculated average installation interval discrepancy is therefore insignificant.

Another example of significant financial harm to Tel West by Qwest is a customer-specific example of unequal and discriminatory treatment of service orders and due dates. This occurred when one of Tel West's few business customers required PIC changes on its lines for transfer to another long distance carrier's service. Tel West, despite repeated requests to Qwest, was unable to obtain commitments to complete the required system changes in less than five (5) days. Qwest, however, assured the customer they could (and ultimately did) complete the changes in only two (2) days, if the customer were their direct retail customer. Tel West lost this customer to Qwest for this reason, with a subsequent revenue loss of about \$15,000 per month, or \$180,000 per year.

2. Failure to provide Tel West with service credits and/or payments for installation delays

Qwest's "Service Guarantee Program" in Tariff U-40, Section 2.2.2.B (tariff reference included as Exhibit D; advertising brochure included as Exhibit E) provides end users bill credits or other remedies for failure of Qwest to meet installation commitments and for out-of-service conditions. This program was not made available to Tel West under its original Resale Agreement, in violation of its agreement to provide service to Tel West under same conditions it provides service to its own end users, "including the conditions in USWC's effective tariffs" (Exhibit A). Tel West understands that this issue has been addressed by the Commission and the Commission has made a ruling in its 15th

Supplemental Order in Dockets UT-003022 and UT-003040, declaring that service credits are available to Resellers but are subject to the wholesale discount. Tel West hereby advises the Commission that Tel West has repeatedly requested service outage and delayed installation credits from Qwest but has never received any credits or compensation.

3. Providing inefficient and time-consuming customer service to Tel West during calls to the Qwest Interconnect Service Centers (ISCs)

Every business day, Tel West employees spend several hours on the telephone with Qwest Interconnect Service Centers (ISCs) attempting to resolve service and/or installation issues. It is common for Tel West employees to be on hold for two hours or more waiting for attention to and resolution of a problem. Tel West has found the Qwest problem resolution and escalation processes to be inefficient and ineffective, and extremely expensive for Tel West in terms of wasted employee time. Qwest ISC personnel are inadequately trained and are not able (or not willing) to treat Tel West as a valued customer. In contrast, calls to Qwest's retail Customer Service Centers are almost always handled quickly and efficiently. For example, Tel West has a line, 206-933-5600 that it has purchased as a retail service from Qwest. As a test, Tel West intentionally withheld payment to Qwest for this line to see how they would be treated as a retail customer in arrears on payment. When the line was suspended for nonpayment by Qwest and Tel West contacted Qwest to restore service, service was restored within 20 minutes after payment was received by Qwest. In addition, service restoral fees were

waived voluntarily by Qwest. By contrast, requests for restoral of service by Tel West as a wholesale customer for its resold lines require a minimum of 48 hours after payment is made, according to Qwest policy and practice. Again, this is in direct violation of Qwest's Agreement with Tel West, which specifies provision of service that is equal in quality to that provided to its own end users.

4. Requiring Tel West to pay full nonrecurring charges up-front while allowing Qwest end users to spread payment over 120 days

Qwest requires full payment of nonrecurring charges from Tel West for installation of service and features on the bill immediately following installation of the service or feature. At the same time, however, Qwest will make payment arrangements with its own end users to allow payment of these same nonrecurring charges over a period of time, up to four months. Failure to make this payment option available to Tel West is in clear violation of Qwest's Agreement with Tel West, which requires provision of service subject to the same conditions under which Qwest provides service to others, including its own end users.

Given the above-itemized violations of Qwest's Agreement with Tel West, and the failure of Qwest to adequately address and resolve them with Tel West, Tel West therefore requests intervention by the Washington Utilities Commission to require Qwest to abide by

the terms of its Agreement with Tel West. Specifically, Tel West requests assistance from the Commission to require that Qwest:

1. Install services for Tel West's end users in the same time intervals that Qwest installs equivalent services for its own end users. Tel West believes monetary penalties should be assessed against Qwest for failure to comply with this requirement, on both a forward and retroactive basis;
2. Provide to Tel West the same credits for installation and repair delays that are available to Qwest end users, subject to the wholesale discount, as ordered by the Commission. Tel West suggests that Qwest be required to implement a system of automatic bill credits, both to encourage Qwest to avoid discriminatory treatment against its wholesale customers, and to ensure compensation to wholesale customers for such discriminatory treatment when it does occur;
3. Provide the same level of customer service to Tel West that it provides to its own end users in addressing and resolving installation and repair problems. Tel West suggests that wholesale customers should have access to the same systems and processes used for Qwest retail orders. Or in the alternative, Qwest should be forced to use the same systems and processes in providing service to its own end users that wholesale customers are required to use;
4. Make available to Tel West the same nonrecurring charges payment options that Qwest makes available to its own end users.

ADDITIONAL NON-CONTRACTUAL COMPLAINTS AGAINST QWEST

In addition to violating the terms of its Agreement with Tel West, Qwest's customer service and provision of products demonstrate clearly that it has not fully or adequately addressed the needs of the resale market. For example, much of Tel West's customer base consists of end users that have been disconnected or denied service due to credit or payment issues with Qwest. Tel West offers an alternative means of providing basic telephone service for these customers, but blocks access to network services that incur additional charges over and above the basic line rate charged to the end user, such as toll calls and directory assistance. This arrangement benefits Qwest, as it allows Qwest to receive revenues from end users, although indirectly, from whom it would not otherwise receive revenues. It would be better and more efficient if Qwest would, upon request from Tel West, simply block access to the codes associated with these services. Qwest, however, requires Tel West to order separate features, with additional charges, to block access to these codes. Although charging Tel West for these blocking features is not a violation of its Agreement with Tel West, it demonstrates clearly that Qwest shows no interest in working with Tel West as a valued wholesale customer and co-provider of service to end users. With the cost of such services constantly rising (e.g., one call to Qwest Directory Assistance now costs \$1.25), failure to block access to non-prepaid services by Tel West carries a high risk of nonpayment by, and inability to collect from, the end user.

Other examples include making AIN services, such as Dial Lock, unavailable under UNE Combination Agreements (UNE-P); rendering bills that are late, inaccurate or formatted incorrectly; and until recently not allowing template capability on its electronic

LSR ordering system (though now available, this template function is cumbersome and difficult to use).

Tel West has repeatedly attempted to work with Qwest to resolve these problems, but without success. Following is a partial list of attempts by Tel West to address and resolve these complaints with U S WEST / Qwest:

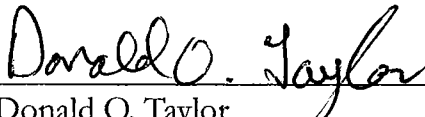
1. On January 17, 2000, Tel West representatives met via telephone conference with Christie Doherty (Vice President), Ken Beck (Executive Director), and Terry Simmons (Senior Service Manager). Tel West outlined its complaints, but was not offered solutions to these complaints, other than assignment of a “dedicated” Service Delivery Coordinator (SDC) for a limited period of time. Although helpful, the assistance of this SDC did not, and could not, alleviate the basic problems of Qwest’s failure to provide service in compliance with its contractual obligations to Tel West.
2. On July 27, 2001, Tel West sent an informal letter of complaint to Glenn Blackmon of the WUTC staff, copies of which were delivered to Qwest at the same time (Exhibit F). That letter lists the same problems as itemized in this formal complaint. In response to the letter, Qwest talked briefly with Tel West management on one occasion (August 2001, Sue Gwinn) but offered no resolution. On September 21, 2001, nearly two full months after delivery of the letter to Qwest, Tel West received a letter from Ken Beck, Executive Director, Qwest Wholesale Customer Operations, in response to the complaint letter

(Exhibit G). In his letter, Mr. Beck in essence discounts all complaints of Tel West, and states that Qwest is providing its services in compliance with its policies and processes.

The above are merely two of the formal attempts Tel West has made in an effort to resolve its complaints with provision of service by Qwest. Tel West also attempts on an almost daily basis, through appeals to the Qwest Account Team, Billing Department, ISC, and Escalation Center, to bring about positive changes in the service provided by Qwest, but without success. Tel West therefore now finds itself at the point where an appeal to the Commission is in order. Qwest has shown no willingness to modify its policies and processes to comply with all of the requirements of the Agreement it entered into with Tel West, or to treat Tel West as a valued wholesale customer and co-provider.

The sole interest of Tel West in these matters is to resell Qwest services in the manner provided for by its contract with Qwest, and in accordance with the Telecommunications Act of 1996, and requests assistance from the Commission in achieving this goal.

Respectfully submitted this 29th day of October 2001.


Donald O. Taylor
Taylor Telecom Consulting Service
for Tel West Communications, LLC

TEL WEST COMPLAINT AGAINST QWEST

LIST OF EXHIBITS

Exhibit A	Resale Agreement with Qwest, Section IV.B.2, Resale Services
Exhibit B	Qwest CLEC Report OP-4C, August 3, 2001
Exhibit C	Tel West Report – Average Installation Interval for Qwest Services
Exhibit D	Qwest Tariff WN U-40, 2.2.2 B., Customer Service Guarantee Program (Original Sheets 29 & 31)
Exhibit E	Qwest Service Guarantee Brochure
Exhibit F	Tel West Informal Letter of Complaint to Glenn Blackmon, July 27, 2001
Exhibit G	Qwest Response to Tel West Informal Letter of Complaint, September 21, 2001
Exhibit H	Notice to Qwest of Intent to File a Complaint, October 10, 2001

AFFIDAVIT

I, Jeff Swickard, President of Tel West Communications, LLC, do hereby swear or affirm that I have personal knowledge of the relevant facts contained in the enclosed pleading, "In the Matter of the Complaint of Tel West Communications, LLC Against Qwest Corporation, Inc., For Failure to Comply with Provisions of Its Resale Agreement with Tel West; and, Provision of Inferior Wholesale Services." I also swear and affirm that the information and statements within this pleading are true and complete to the best of my knowledge.

Signed this 26 day of October, 2001.



Jeff Swickard

Tel West Communications, LLC
Complaint and Petition For Enforcement Against Qwest
In the State of Washington

List of Recipients

Executive Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
Olympia, WA 98504-7250

Director
Interconnection Compliance
Qwest
1801 California St., Room 2410
Denver, CO 80202

Qwest Law Department
General Counsel – Interconnection
1801 California St., 51st Floor
Denver, CO 80202

Lisa Anderl
Qwest Law Department
1600 – 7th Avenue, Room 3206
Seattle, WA 98191

**Tel West Complaint Against Qwest
Exhibit A**

- B. "Basic Exchange Switched Features" are optional end user switched service features which include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.
- C. "Commission" means the Washington Utilities and Transportation Commission.
- D. "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of the subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve end user interaction with stored information.
- E. "Reseller" is a category of Local Exchange service providers that are certified to obtain dial tone and associated telecommunications services from another provider through the purchase of bundled finished services for resale to its end users.
- F. "Tariff " as used throughout this Agreement refers to USWC state tariffs, price lists, price schedules and catalogs.
- G. "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

IV. RESALE SERVICES

- A. Description.
 - 1. USWC services (as defined in Section III.A. and B.) and intraLATA toll originating from USWC exchanges (hereinafter "intraLATA toll") will be available for resale by USWC pursuant to the Act and will reference terms and conditions (except prices) in USWC tariffs, where applicable. Appendix A lists services which are available for resale under this Agreement and the applicable discounts, and is attached and incorporated herein by this reference.
 - 2. The Parties agree that, at this time, certain USWC services are not available for resale under this Agreement, and certain other USWC services are available for resale but at no discount, as identified in Appendix A or in individual state tariffs. The availability of services and applicable discounts identified in Appendix A or in individual tariffs are subject to change pursuant to Section IV E.1.
- B. Scope.
 - 1. Basic Exchange Telecommunications Service, Basic Exchange Switched Features and IntraLATA toll may be resold only for their intended or disclosed use and only to the same class of end user to whom USWC sells such services; e.g., residence service may not be resold to business end users.



2. USWC shall provide to Reseller services for resale that are equal in quality, subject to the same conditions (including the conditions in USWC's effective tariffs), within provisioning time intervals that are substantially equal to the intervals USWC provides these services to others, including end users, and in accordance with any applicable state Commission service quality standards, including standards a state Commission may impose pursuant to Section 252 (e)(3) of the Act.

C. Ordering and Maintenance.

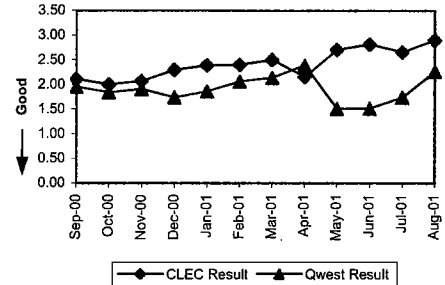
1. Reseller or Reseller's agent shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. Reseller shall make it clear to its end users that they are end users of the Reseller for resold services. Reseller's end users contacting USWC will be instructed to contact the Reseller; however, nothing in this Agreement, except as provided in Section IV.C.7(e), shall be deemed to prohibit USWC from discussing its products and services with Reseller's end users who call USWC for any reason.
2. Reseller shall transmit to USWC all information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing according to USWC's standard procedures, as described in the USWC resale operations guide that will be provided to Reseller.

When USWC's end user or the end user's new service provider discontinues the end user's service in anticipation of moving to another service provider, USWC will render its closing bill to end user effective with the disconnection. If USWC is not the local service provider, USWC will issue a bill to Reseller for that portion of the service provided to the Reseller should Reseller's end user, a new service provider, or Reseller request service be discontinued to the end user. USWC will notify Reseller by FAX, OSS, or other processes when end user moves to another service provider. USWC will not provide Reseller with the name of the other reseller or service provider selected by the end user.

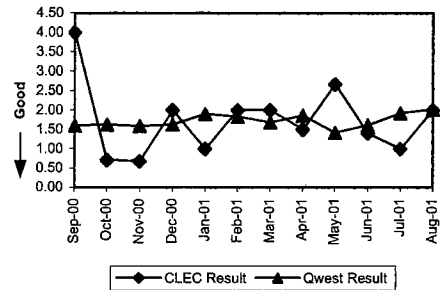
3. Reseller shall provide USWC and USWC shall provide Reseller with points of contact for order entry, problem resolution and repair of the resold services.
4. Prior to placing orders on behalf of the end user, Reseller shall be responsible for obtaining and have in its possession Proof of Authorization ("POA"). POA shall consist of documentation acceptable to USWC of the end user's selection of Reseller. Such selection may be obtained in the following ways:
 - a. The end user's written Letter of Authorization or LOA.
 - b. The end user's electronic authorization by use of an 800 number.
 - c. The end user's oral authorization verified by an independent third party (with third party verification as POA).

OP-4C - Installation Interval (Average Days) - No dispatches

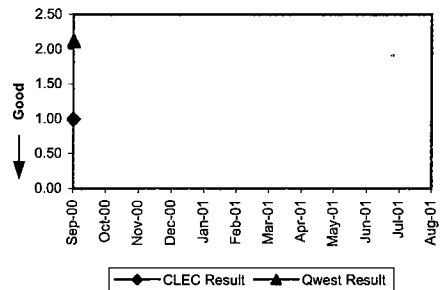
Residence										
Date	CLEC Num	CLEC Dend	CLEC Resu	CLEC Std D	Qwest Num	Qwest Dend	Qwest Resu	Mod Z Scr	Parity Scr	
Sep-00	319	151	2.11	1.91	302224	154710	1.95	0.82	-0.5	
Oct-00	330	165	2.00	1.04	306804	166824	1.84	0.92	-0.44	
Nov-00	337	163	2.07	0.88	274351	144067	1.90	0.79	-0.52	
Dec-00	311	135	2.30	1.15	227486	130622	1.74	2.51	0.53	
Jan-01	359	150	2.39	0.98	232648	124761	1.86	2.95	0.8	
Feb-01	406	169	2.40	0.86	235744	114312	2.06	1.77	0.07	
Mar-01	343	137	2.50	0.86	289085	134873	2.14	1.86	0.13	
Apr-01	166	77	2.16	1.12	305141	127874	2.39	-0.8	-1.49	
May-01	293	108	2.71	0.64	163761	108559	1.51	8.97	4.45	
Jun-01	276	98	2.82	0.54	177119	116318	1.52	3.72	1.26	
Jul-01	229	86	2.66	0.78	123763	71116	1.74	3.72	1.26	
Aug-01	226	78	2.90	0.50	58919	26065	2.26	2.51	0.53	



Business										
Date	CLEC Num	CLEC Dend	CLEC Resu	CLEC Std D	Qwest Num	Qwest Dend	Qwest Resu	Mod Z Scr	Parity Scr	
Sep-00	12	3	4.00	6.08	17163	10744	1.60	1.36	-0.17	
Oct-00	5	7	0.71	0.76	17185	10559	1.63	-0.74	-1.45	
Nov-00	13	19	0.88	0.48	13590	8557	1.59	-1.45	-1.88	
Dec-00	2	1	2.00		13626	8335	1.63	0.13	-0.92	
Jan-01	1	1	1.00		13154	6915	1.90	-0.34	-1.21	
Feb-01	6	3	2.00	1.00	11146	6099	1.83	0.35	-0.79	
Mar-01	2	1	2.00		11102	6610	1.68	0.24	-0.85	
Apr-01	3	2	1.50	0.71	13516	7257	1.86	-0.18	-1.11	
May-01	8	3	2.87	1.15	9647	6809	1.42	1.83	0.11	
Jun-01	7	5	1.40	1.52	10551	6536	1.61	-0.34	-1.21	
Jul-01	3	3	1.00	0.00	5102	2852	1.92	-0.97	-1.59	
Aug-01	2	1	2.00		1095	542	2.02	-0.01	-1.01	



Qwest DSL										
Date	CLEC Num	CLEC Dend	CLEC Resu	CLEC Std D	Qwest Num	Qwest Dend	Qwest Resu	Mod Z Scr	Parity Scr	
Sep-00	1	1	1.00		5970	2821	2.12	-0.33	-1.2	
Oct-00										
Nov-00										
Dec-00										
Jan-01										
Feb-01										
Mar-01										
Apr-01										
May-01										
Jun-01										
Jul-01										
Aug-01										



Tel West Communications – Washington
Average Installation Intervals (Days) for Qwest Services

1998		1999		2000		2001	
Month	Avg Interval	Month	Avg Interval	Month	Avg Interval	Month	Avg Interval
January		January	10	January	7	January	6
February		February	10	February	6	February	7
March		March	8	March	6	March	6
April		April	8	April	6	April	6
May		May	10	May	6	May	8
June		June	10	June	6	June	7
July	10	July	7	July	7	July	7
August	15	August	8	August	6	August	7
September	11	September	8	September	7	September	8
October	12	October	8	October	6	October	
November	13	November	9	November	7	November	
December	10	December	8	December	6	December	
Total Year	11.8	Total Year	8.7	Total Year	6.3	Total Year	6.9

Note: Highlighted months, September 2000 through August 2001, correspond to Qwest CLEC Report OP-4C, dated August 3, 2001.
Average service installation interval for this time period = 6.67 Days.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.2 OBLIGATION TO FURNISH SERVICE

B.1.d. (Cont'd)

- A credit is not applicable if the customer reschedules the appointment or is not available at the time of the appointment and that unavailability prevents the completion of the scheduled work.
- e. Credit for missed Guaranteed Appointment or Guaranteed Commitment
 - The credit will be applied to the customer's account for failure to keep a Guaranteed Appointment or Guaranteed Commitment, subject to the conditions in d., above.

CREDIT

- | | |
|--|---------|
| - Credit for missed Guaranteed Appointment
or Guaranteed Commitment | \$50.00 |
|--|---------|

2. Delayed Primary Basic Exchange Alternative

Primary basic exchange service is defined as the first residential line or first two business lines at a given location (address). If the Company is unable to provide primary basic exchange service (service) within five business days of the due date, and the reason for the delay is caused by the Company, the Company will: 1) credit the customer's account for the first month's basic local service charge (for example, \$12.50 for residence flat lines, and \$26.60 for business flat lines) unless the customer selects option 4 - the cellular service customer guarantee option, and 2) waive the installation charges for basic local service (\$31.00 for residence lines, \$48.00 for business lines) and offer the customer the choice of one of the following options. Where available, each option includes a *MARKET EXPANSION LINE* (Remote Call Forwarding), a calling card and a directory listing at no charge to the customer for the period of time that the service is delayed.

2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2 ESTABLISHING AND FURNISHING SERVICE

2.2.2 OBLIGATION TO FURNISH SERVICE

B. Customer Service Guarantee Programs (Cont'd)

3. Out-of-Service Trouble Condition Credit

- a. Customers who have an out-of-service condition (no dial tone) on their lines that is not cleared within two working days (excluding Sundays and holidays) will receive a credit of \$5.00.
- b. If the out-of-service condition exceeds seven calendar days, the customer will receive a credit equal to their monthly local exchange service rate, including any associated regulated features for the month in which the outage occurred.
- c. These credits do not apply if the out-of-service condition or the Company's inability to clear the condition is due to:
 - emergency situations,
 - unavoidable catastrophes,
 - force majeure,
 - work stoppage,
 - inside wiring,
 - customer premises equipment.

4. No Dial Tone Credit (Network Congestion)

- a. In the event the Company is unable to provide dial tone within three seconds on at least ninety percent of calls placed in a given wire center, during a normal busy hour, the customers served by that wire center will receive a credit equal to their monthly local exchange service rate, including any associated regulated features for the month in which the condition occurred.
- b. The credit does not apply if the customer is served by an analog central office switch. All existing analog central office switches will be replaced with digital central office switches by May 18, 2001.



**Qwest Service
Guarantee Program**



Customer satisfaction is Qwest's highest priority. Our intention is to always meet your expectations. Because of this, we believe it is fair to compensate customers for their time and trouble in those few instances when we are not successful. Should we fail to meet our commitment to install or repair your service, a \$50 credit will be provided to you. Should your first new service not be installed in five business days, we want to compensate you by providing you the use of a wireless set or appropriate service credit. In addition, Qwest provides remedies for business services ordered when they are for other than the first two business lines.

Our Service Guarantee Program will be explained to you when you contact us to order new service or ask for repair. If you would like more details, please call the Business Office at the number listed on your bill or the appropriate number listed below.

Residence Service	1-800-244-1111
Small Business Service	1-800-603-6000
Business and Government Service	1-800-403-3174
Federal Services	1-800-879-2814

info_{to go}



July 27, 2001

Mr. Glenn Blackmon
Assistant Director – Telecommunications
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
Olympia, WA 98504-7250

Dear Mr. Blackmon:

Tel West Communications, LLC (Tel West) is a certified telecommunications provider in 21 states, including the state of Washington (Docket UT-981258, 10/28/98), and has Resale and/or Interconnection Agreements with Qwest, Sprint and Verizon in Washington. As a general comment, Tel West is dissatisfied with Qwest as a vendor of wholesale telecommunications services, for a number of reasons. Of greatest concern is Qwest's failure to adhere to the terms of its contract with Tel West as it relates to provision of services that are equal to and subject to the same conditions as the services Qwest provides to its own end users (Qwest Resale Agreement, Section IV.B.2.). Tel West also has additional, noncontract related complaints against Qwest as a wholesale services provider. The purpose of this letter is to provide to the WUTC specific examples of these complaints and contract violations, and to request the Commission's assistance in requiring Qwest to abide by the terms of its Agreement with Tel West. Tel West is taking this step reluctantly, preferring to work directly with its vendors to resolve problems and issues. However, it has become clear that resolution in that preferred manner is not going to happen, despite repeated attempts dating back to 1998 to work cooperatively with Qwest (then U S WEST) to identify, address and resolve these problems. Each of the following complaints involves clear and repeated violations of the Agreement between Tel West and Qwest.

The specific violation of contract complaints against Qwest that need immediate resolution are:

- 1) Lack of service installation due date parity;
- 2) Failure to provide Tel West with service credits and/or payments available to Qwest end users for installation and repair delays;
- 3) Providing inefficient and time-consuming customer service to Tel West during calls to the Qwest Interconnect Service Centers (ISCs);
- 4) Requiring Tel West to pay full nonrecurring charges up-front while allowing Qwest end users to spread payment over time;

Following is information specific to each of the preceding.

1. Lack of Service Installation Due Date Parity

Tel West's Resale Agreement with Qwest, at Section IV. B. 2., Resale Services, states:

“USWC shall provide to Reseller services for resale that are equal in quality, subject to the same conditions (including the conditions in USWC's effective tariffs), within provisioning time intervals that are substantially equal to the intervals USWC provides these services to others, *including end users . . .*” [emphasis added].

Despite this clear contractual requirement for service installation due date parity, the average installation interval for services provided to Tel West's end users by Qwest is significantly longer than the average installation interval for service Qwest provides to its own end users. A report produced by Qwest (Attachment A, Qwest CLEC report OP-4C, June 2000 through May 2001) claims that the average installation interval for a Tel West end user (residence service—no dispatch required) was 2.23 days. According to this same report, during the same period of time Qwest delivered equivalent service to its own end users with an average interval of only 1.94 days, a difference of .29 days. Even according to its own reports, there is obviously a clear competitive advantage to Qwest in this situation.

However, Tel West's records (Attachment B) show that the average installation interval for Tel West end users in Washington during the same 12 months (June 2000--May 2001) is 6.5 days¹, not 2.23 days, as claimed by Qwest, a difference of 4.27 days. Tel West, as a matter of policy and process, passes its orders to Qwest the same day it receives them from its end users. But even allowing one full day for Tel West to generate an order to Qwest and subtracting this day from the installation service interval still leaves a discrepancy of 3.27 days, on average, between Tel West's and Qwest's records. Tel West believes that Qwest's report is inaccurate and that Qwest is understating the time Qwest takes to deliver service to Tel West's end users by at least three days.

To summarize this issue, even reducing Tel West's calculated interval by one day leaves a difference between the time a Qwest end user receives service (1.94 days) and the time a Tel West end user receives service (5.5 days), of 3.56 days. This is in clear violation of Qwest's Agreement with Tel West, and puts Tel West at a serious competitive disadvantage with Qwest, which is both its vendor and its largest competitor.

By contrast, other ILECs, including Verizon in the state of Washington, provide equivalent installation intervals for their own and Tel West's end users. Tel West fails to understand how

¹ Tel West's calculations include all orders, not just residence—no dispatch required. But the vast majority of Tel West's orders to Qwest (86.6%) are residence—no dispatch required, and the variance is therefore insignificant.

other ILECs manage to provide due date parity and Qwest cannot or does not provide the same level of service, as required by its contract with Tel West.

2. *Failure to provide Tel West with service credits and/or payments for installation delays*

Qwest's "Service Guarantee Program" in Tariff U-40, Section 2.2.2.B (advertising brochure included as Attachment C) provides end users a \$50 credit for failure of Qwest to meet installation or repair commitments. This program is not made available to Tel West, in violation of its agreement to provide service to Tel West under same conditions it provides service to its own end users, "*including the conditions in USWC's effective tariffs*" (see Agreement reference in 1. above). Tel West has requested service outage credits from Qwest on several occasions but has never received the requested credits, nor has Tel West ever received a \$50.00 credit for a delayed installation.

3. *Providing inefficient and time-consuming customer service to Tel West during calls to the Qwest Interconnect Service Centers (ISCs)*

Every business day, Tel West employees spend several hours on the telephone with Qwest Interconnect Service Centers (ISCs) attempting to resolve service and/or installation issues. It is common for Tel West employees to be on hold for two hours or more waiting for attention to and resolution of the problem. Tel West has found the Qwest problem resolution and escalation processes to be inefficient and ineffective, and extremely expensive for Tel West in terms of wasted employee time. Qwest ISC personnel are under trained and not able (or not willing) to treat Tel West as a valued customer. In contrast, calls to Qwest's retail Customer Service Centers are almost always handled quickly and efficiently. Tel West employees routinely track their experiences with Qwest as a direct service provider vs. as a Reseller and Qwest invariably treats its own end users much better and faster than they treat their Resale customers. Again, this is in direct violation of Qwest's Agreement with Tel West, which specifies provision of service that is equal in quality to that provided to its own end users.

4. *Requiring Tel West to pay full nonrecurring charges up-front while allowing Qwest end users to spread payment over 120 days*

Qwest requires full payment of nonrecurring charges from Tel West for installation of service and features on the bill immediately following installation of the service or feature. At the same time, however, Qwest will make payment arrangements with its own end users to allow payment of these same nonrecurring charges over a period of time, up to four months. Failure to make this payment option available to Tel West is in clear violation of Qwest's Agreement with Tel

West, which requires provision of service subject to the same conditions under which Qwest provides service to others, including its own end users.

Given the above itemized violations of Qwest's Agreement with Tel West, and the failure of Qwest to adequately address and resolve them with Tel West, Tel West therefore requests intervention by the Washington Utilities Commission to require Qwest to abide by the terms of its Agreement with Tel West. Specifically, Tel West requests assistance from the Commission to require that Qwest:

- 1) Install services for Tel West's end users in the same time intervals that Qwest installs equivalent services for its own end users. Further, Tel West believes monetary penalties should be assessed against Qwest for failure to comply with this requirement;
- 2) Provide to Tel West the same credits for installation and repair delays that are available to Qwest end users;
- 3) Provide the same level of customer service to Tel West that it provides to its own end users in addressing and resolving installation and repair problems;
- 4) Make available to Tel West the same nonrecurring charges payment options that Qwest makes available to its own end users.

Additional Complaints Against Qwest

In addition to violating the terms of its Agreement with Tel West, Qwest's customer service and provision of products demonstrate clearly that it has not fully or adequately addressed the needs of the resale market. For example, much of Tel West's customer base consists of end users that have been disconnected or denied service due to credit or payment issues with Qwest. Tel West offers an alternative means of providing basic telephone service for these customers, but blocks access to network services that incur additional charges over and above the basic line rate charged to the end user, such as toll calls and directory assistance. This arrangement benefits Qwest, as it allows Qwest to receive revenues from end users, although indirectly, from whom it would not otherwise receive revenues. It would be better and more efficient if Qwest would, upon request from Tel West, simply block access to the codes associated with these services. Qwest, however, requires Tel West to order separate features, with additional charges, to block access to these codes. Although requiring these added-cost blocking features is not a violation of its Agreement with Tel West, it demonstrates clearly that Qwest shows no interest in working with Tel West as a valued customer and co-provider of service. With the cost of such services constantly rising (e.g., one call to Qwest Directory Assistance now costs \$1.25), failure to block access to nonpre-paid services by Tel West carries a high risk of nonpayment by, and inability to collect from, the end user.

Other examples include making enhanced services, such as Dial Lock, unavailable under UNE Combination Agreements (UNE-P); rendering bills that are late, inaccurate or formatted incorrectly; and not allowing template capability on its electronic LSR ordering system.

As previously stated, Tel West has repeatedly attempted to work with Qwest to resolve these problems, including escalation to Vice President - Service Delivery, but without success. Tel West now finds itself at the point where an appeal to the Commission is in order. Qwest has shown no willingness to modify its policies and processes to comply with all of the requirements of the Agreement it entered into with Tel West, or to treat Tel West as a valued customer and co-provider.

The sole interest of Tel West in these matters is to resell Qwest services in the manner provided for by its contract with Qwest, and in accordance with the Telecommunications Act of 1996. Tel West appreciates any assistance the WUTC can offer in achieving this goal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Swickard". The signature is written in a cursive, flowing style.

Jeff Swickard
President

Attachments

cc: John Seyler, Qwest Account Manager

Sep-21-2001 10:24am From-US WEST

Tel West Complaint Against Qwest
Exhibit G



September 21, 2001
Mr. Jeff Swickard, President
Tel West Communications
P.O. Box 94447
Seattle, WA 98124

Sent Via Facsimile

Dear Mr. Swickard:

Qwest acknowledges receipt of a copy of the Tel West informal complaint filed with the Washington Utilities and Transportation Commission. Our Service Management team would like to work with you to resolve the items listed in your letter. Sue Gwin, Director – Wholesale Customer Service Operations, has made two attempts to contact you on August 20, 2001 and again on August 28, 2001. However, you were not available so she left you a voice message on each attempt. The purpose of her calls was to discuss what is not working for you and what your expectations are from Qwest.

The items in your complaint are bulleted and our responses follow.

- Lack of Service Installation Due Date Parity

The OP-4C – Installation Interval (Average Days) – No dispatch for residence lines during the period from June 2000 – May 2001 indicates the Tel West result was 2.21 days. The Qwest result for the same period was 1.94 days.

The OP-4C – Installation Interval (Average Days) – No dispatch for business lines during the period from June 2000 – May 2001 indicates the Tel West result was 1.77 days. The Qwest result for the same period was 1.70 days.

The OP-4C – Installation Interval (Average Days) – No dispatch for Centrex lines during the period from June 2000 – May 2001 indicates the Tel West result was 3.00 days. The Qwest result for the same period was 1.66 days.

The OP-4C – Installation Interval (Average Days) – No dispatch for DSL lines during the period from June 2000 – May 2001 indicates the Tel West result was 1.00 day. The Qwest result for the same period was 2.27 days.

RESPONSE: According to our Service Interval Guide for Interconnect and Resale Services the Tel West average days are within our guidelines for each interval listed above.

- Failure to provide Tel West with service credits and/or payments for installation delays

RESPONSE: Tel West's interconnection agreement does not provide for payment by Qwest of service credits to Tel West.

- Providing inefficient and time-consuming customer service to Tel West during calls to the Qwest Interconnect Service Centers (ISCs)

RESPONSE: Last year the Interconnect Service Center worked with Tel West when problems were encountered with the normal process for processing your orders and gave Tel West a dedicated Service Delivery Coordinator. During the period from June 1, 2001 – August 31, 2001 the ISCs received 136 calls from Tel West, on approximately 2700 orders issued for that same period of time. Following is a high level breakdown of these calls:

- CLEC Needed Assistance with orders through IMA, working left in issues, valid LSR rejects, want information on an order, errors made on an order, due date changes, cancellations and expedites, requesting information on a feature or account: 80 calls
- Qwest issues or problems on repair, order typist errors, LSR rejects in error, system errors: 56 calls

Sep-21-2001 10:24am From-US WEST

3038961287

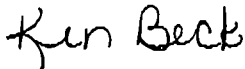
T-926 P.003/003 F-760

- Requiring Tel West to pay full nonrecurring charges up-front while allowing Qwest end users to spread payment over 120 days

RESPONSE: Installment billing is not a telecommunications service; therefore Qwest is not required or obligated to provide installment billing to its wholesale customers. This does not preclude TelWest from offering installment billing to their end users as Qwest offers to their end users.

If you would like to schedule a call to discuss any of these items further we will be available at your request. I can be reached at 303-896-8805.

Sincerely,



Ken Beck

Executive Director

Qwest Wholesale Customer Service Operations

CC: Sue Gwin
Lisa Anderl
Pody Woodman

NOTICE TO QWEST OF INTENT TO FILE A COMPLAINT AND PETITION FOR ENFORCEMENT WITH THE WASHINGTON UTILITIES & TRANSPORTATION COMMISSION BY TEL WEST COMMUNICATIONS

In accordance with WAC 480-09-530, notice is hereby given to Qwest Corporation, Inc. (Qwest) of the intention of Tel West Communications, LLC, (Tel West) to file a Complaint and Petition for Enforcement with the Washington Utilities & Transportation Commission against Qwest on October 26, 2001, ten (10) business days from the date of this Notice.

This complaint is being filed for the following repeated violations of Qwest's Resale Agreement with Tel West, and for the failure of Qwest to adequately address and resolve the complaints of Tel West:

1. Lack of Service Installation Due Date Parity (Agreement at Section IV.B.2);
2. Failure to Provide Service Credits for Installation and Repair Delays (Agreement at Section IV.B.2 and Qwest Tariff U-40, Section 2.2.2.B);
3. Inefficient and Time-Consuming Customer Service During Calls to Qwest's ISCs (Agreement at Section IV.B.2);
4. Requiring Tel West to Pay Full Nonrecurring Charges Up-Front While Allowing Qwest End Users to Spread Payment Over Time (Agreement at Section IV.B.2).

Also stated in the complaint are several non-contract related complaints against Qwest, as demonstration of Qwest's failure to treat Tel West as a valued wholesale customer:

- Requiring added-cost toll and directory assistance blocking features;
- Not making AIN features available under UNE-P;
- Submitting bills that are late and inaccurate;
- Not providing template capability on electronic ordering systems.

Qwest will be served a copy of the formal complaint on the same day the complaint is submitted to the Commission, in accordance with the referenced WAC.

Should Qwest desire to discuss this matter with Tel West prior to submission of its Complaint and Petition for Enforcement, please contact Tel West's representative:

Donald O. Taylor
Taylor Telecom Consulting Service
24428 - 145th Place SE
Kent, WA 98042
253-639-4076
dotaylor@qwest.net



Jeff Swickard
President
Tel West Communications, LLC

10-10-01
Date