



## Collocation Available Inventory

### **Description**

Collocation Available Inventory provides the public with information about the availability of (a) returned Collocation sites and elements under Qwest's control ("Qwest Postings") and (b) CLEC controlled sites that may be posted by such controlling CLEC as available for a Transfer of Responsibility ("CLEC Postings"). Collocation Available Inventory is posted on Qwest's Wholesale web site. Qwest and CLEC each have the ability to post sites under their control to the website.

Available sites will be posted on the "Collocation Classified" web site at the following address: <http://www.qwest.com/wholesale/pcat/colloclassifieds.html>. CLEC interested in viewing Qwest Available Inventory on this web site should select the Collo Classifieds -Qwest Postings menu. CLEC interested in viewing available CLEC controlled sites eligible for a Transfer of Responsibility should select CLEC Postings menu. Pricing for sites listed within the Qwest Available Inventory list will be provided on a site-specific basis. Vacating CLEC will receive a potential refund from sale of available/discounted sites based on outstanding nonrecurring charges, amounts for reimbursable elements and transfer fees.

The offering of a Collocation site from the Qwest Available Inventory list shall be limited to the offering of a specified site in Qwest's control to CLEC that either: (a) has a commission-approved Interconnection Agreement covering the specific type of Collocation to be obtained or (b) is negotiating with Qwest to have an interim Collocation Interconnection Agreement signed. If the ICA has been filed and is pending PUC approval, CLEC will be required to execute an early ordering letter to order a Collocation site from the Qwest Available Inventory. CLEC may obtain sites from the Qwest Available Inventory list after amending its existing contract to include terms and conditions for purchasing Available Inventory as provided herein. If terms and conditions for obtaining sites from available Qwest inventory are included in the CLEC Interconnection Agreement, and those terms differ from those set forth in this document, the terms of the Interconnection Agreement may prevail.

Qwest will comply with all legal obligations concerning return of any proceeds received from the vacating CLEC sites returned to Qwest due to legal proceedings.

Refunds for Reusable and Reimbursable Elements under Qwest's Collocation Decommissioning policy will be returned to the previous owner of the Collocation



site following completion of the assuming CLEC order of such site from the Qwest Available Inventory List.

## **Terms**

CLEC obtaining a Collocation site from the Qwest Available Inventory must not have any overdue financial obligations owed to Qwest pertaining to Collocation. Formally disputed charges shall not be treated as overdue financial obligations.

The assuming CLEC for all Qwest posted sites will be required to pay a minimum of six (6) months of Space Construction and Floor Space Lease recurring charges should the CLEC terminate its lease prior to six months of occupancy.

## **Qwest Postings**

### **Standard Sites**

Collocation Standard Sites available in the Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both caged and cageless sites will be offered in the Qwest Postings section. Sites will be offered under the terms and conditions set forth in the Interconnection Agreement of CLEC acquiring such sites. In its Collocation application for such a site, CLEC may request to add to or complete the Collocation site to CLEC specifications. In its Collocation application for a site, CLEC may also request to reduce cable terminations. CLEC will be charged for the removal of such cable terminations. The removed cable terminations shall not be considered Reimbursable elements to the vacating CLEC. These Standard Sites will be posted in the Qwest Available Inventory posting under "Unverified Sites".

All services that were previously connected to the Collocation (e.g., Unbundled Network Elements, CLEC to CLEC connections, administrative lines, Finished Services, Line Splitting and Line Sharing,) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. Standard Sites do not include power. Grounding for caged sites and Entrance Facilities are also disconnected prior to a site being posted. Qwest shall inventory all Reusable and Reimbursable Elements and list them in the Qwest Postings. Shared infrastructure including HVAC and racking will not be listed in the Qwest Postings. Qwest reserves the right to remove Qwest Postings from the Available Inventory web site to satisfy CLEC applications for Collocation, for Qwest space requirements, or for CLEC Collocation augments to existing sites. Qwest shall not use the Qwest Postings as a basis to claim exhaust in any Qwest Premises.

### **Special Sites**



Qwest may elect to offer Collocation sites returned through Chapter 7 bankruptcy or abandonment. These "Special Sites" will not be decommissioned and may be offered with Electronic equipment, racks, cages, DC power, grounding and terminations. These Special Sites will be posted in the Qwest Available Inventory posting under "Unverified sites with equipment".

For Special Sites it is expressly understood and agreed that Qwest is selling equipment that is classified as "used" or "surplus" equipment on an "as is, where is" basis. CLEC understands and agrees that all equipment is, conveyed (a) in an "as is, where is" condition with all faults, latent and patent and (b) all equipment is conveyed without any Qwest warranties or representations of any kind, express or implied, including but not limited to the warranties of merchantability or fitness for a particular purpose or non-infringement or implies by a particular course of dealing.

All software and software license agreements for any equipment conveyed as part of a Special Site shall be the sole responsibility of the assuming CLEC.

CLEC hereby warrants and certifies that its handling, scrap, destruction or other disposition of any equipment conveyed as part of a Special Site shall conform and comply with:

- (a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations;
- (b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of the CLEC; and



- (c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the equipment, the CLEC shall be listed as the generator, arranger and owner of the materials.
- (d) The CLEC shall comply with the applicable Qwest Technical Publications as defined in the CLEC Interconnection Agreement when removing any equipment from a Special Site.

### **CLEC Postings**

Available sites listed in the "CLEC Postings" section of the Collocation Classifieds are eligible for transfer to an assuming CLEC with or without working circuits as described in the Transfer of Responsibility section of this web site. CLEC Interconnection Agreement must contain provisions for Transfer of Responsibility. CLEC must enter information regarding working sites itself into the Collocation Classifieds. When requesting a site from CLEC Postings, the assuming CLEC should submit a Transfer of Responsibility application to Qwest after it has concluded its negotiation with the vacating CLEC.

### **CLEC Postings for Transfer of Responsibility**

These sites will not be verified by Qwest. See TOR product description for more information.

### **Rate Elements**

Charges for sites listed within the Qwest Postings will be provided on a site-specific basis, however, pricing under the Interconnection Agreement of the assuming CLEC shall be applied to the Available Inventory quote for the assuming CLEC. Assuming CLEC will receive a fifty percent (50%) discount on amounts for Reusable Elements, if any. Vacating CLEC may receive a refund from the assumption of its available sites, based on amounts for Reimbursable Elements and the Qwest inventoried Reusable Elements. The refund to the vacating CLEC is subject to outstanding nonrecurring charges and carrying charges for the site.

### **Definitions**

**Carrying Charge:** A charge applicable to the vacating CLEC only when Qwest

owes funds to such CLEC for Reusable Elements. The amount of the Carrying Charge for a Collocation site shall never be more than the amount owed by Qwest to the vacating CLEC for Reusable Elements for the site. The Carrying Charge is calculated at 1/36<sup>th</sup> of the nonrecurring rate for each Reusable element purchased by an assuming CLEC from the time the vacating CLEC completes the decommissioning of the site to the time the assuming CLEC accepts the quotation provided by Qwest for the site.

The following items are charged to a CLEC acquiring a site from the Qwest Postings. Charges will be provided to a CLEC via a quote that requires CLEC acceptance before Qwest begins work.

### **Standard Site Rate Elements**

**Quote Preparation Fee (QPF):** The QPF is identified in the state approved SGAT Exhibit A or in your negotiated ICA. The QPF is defined as a non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request.

**Reusable Elements:** Qwest inventoried components used to provision a Collocation site. In general, these refer to the Qwest infrastructure needed to provision a Collocation site (e.g., cage, bays, HVAC, cable racking).

**Nonrecurring Collocation rate elements** for Collocation elements that are reused, will be available at a 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. This payment will be passed through to the vacating CLEC less Carrying Charges retained by Qwest.

**Reimbursable elements:** CLEC termination cabling from the vacated Collocation site to the original demarcation of an associated ICDF (DS0, DS1, DS3, and Fiber terminations).

Recurring charges for all products and services will be charged at rates listed in the assuming CLEC Interconnection Agreement without a discount.

### **Special Site Rate Elements**

**Special Site Rates:** The following items are charged to an assuming CLEC for a Special Site from the Qwest Postings. Charges will be provided to CLEC via a quote that requires CLEC acceptance before Qwest begins work.

### **Special Site Assessment Fee**

The Special Site Assessment Fee is a non-refundable, nonrecurring fee

per Interconnection Agreement Exhibit A. In most cases, this rate element is different than the Standard Site QPF because Qwest has already installed some of the reusable equipment and/or reusable infrastructure. Qwest has not spent additional time and resources to decommission this Special Site.

If the assuming CLEC requires an augment to the existing site simultaneous with this application, the Special Site Assessment Fee will not be charged and instead the Commission approved QPF rate defined in CLEC Interconnection Agreement or state SGAT Exhibit A will be used. The purpose of reverting to the standard QPF is due to the additional engineering and installation work required to augment an existing Available Inventory Special Site.

### **Network Systems Administration Fee**

The Network Systems Administration nonrecurring fee is for the system and record updates required for transferring a site to the assuming CLEC. The rate is identified in the CLEC Interconnection Agreement Exhibit A.

### **Site Survey Fee**

The Site Survey Fee is a non-refundable, nonrecurring charge for a site visit conducted prior to the acceptance of an application quote when requested by CLEC. This rate element is identified in the CLEC Interconnection Agreement Exhibit A. This charge will be included in the quote when an application is submitted or it will be charged separately if CLEC does not subsequently submit an application.

### **Additional Nonrecurring Collocation Rate Elements**

The additional nonrecurring Collocation rate elements: include such elements as: DC Power, space construction, grounding and terminations. Special Sites will be offered at a flat 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. Augments or changes to the sites will not be discounted and will be charged at the rates as defined in CLEC Interconnection Agreement Exhibit A.

Any CLEC equipment left in the site will be conveyed at a \$0.00 charge.

### **Monthly Recurring Charges**



Recurring charges for all products and services will be billed at rates listed in the assuming CLEC Exhibit A of their Interconnection Agreement without a discount.

## Ordering

### **Qwest Available Inventory Postings**

CLEC must submit a "Qwest Collocation Application (New/Change/Augment) available on the Qwest web site at: <http://www.qwest.com/wholesale/pcat/collocation.html>. Qwest will provide CLEC with a feasibility study within ten (10) calendar Days after receipt of the application. This feasibility study addresses space and power only. During a Qwest walkthrough subsequent to the feasibility study but prior to providing the quote, Qwest will validate all Reusable Elements. This Collocation Project Management Center (CPMC) will send an inventory verification letter after the walkthrough to validate the actual facilities versus the Qwest Posting. CLEC then has the option of canceling the application or submitting a change to the pending Available Inventory application that reflects the actual elements as determined by Qwest.

Any cancellation of an Available Inventory application due to differences between the Qwest Posting and the actual inventory found during the walkthrough will not result in the QPF being charged.

Qwest will provide CLEC with a quote within twenty-five (25) calendar Days after providing the feasibility study. Price quotes will be honored for thirty (30) Days from the date the quote is provided and the associated space is reserved during such period, pending CLEC acceptance of the quoted charges

The submit date, for the Collocation Available Inventory request, will commence on the date that the Qwest Wholesale Collocation Service Manager (WCSM) notifies the Qwest Collocation Project Management Center (CPMC) that all prerequisites for this request have been met.

The Qwest Available Inventory request shall be submitted via the New/Change/Augment Application Form and submitted to both the CPMC at [rfsmet@qwest.com](mailto:rfsmet@qwest.com) and your WCSM at [colo@qwest.com](mailto:colo@qwest.com). Qwest will notify you whether or not all prerequisites have been met and will validate the application within the standard Collocation interval.

For purposes of first-come, first-served determination of availability, priority will be defined by the date and time the complete application is received by [rfsmet@qwest.com](mailto:rfsmet@qwest.com).

CLEC should submit an alternative option when requesting an available site by populating the "Second Choice" and/or "Third Choice" tabs



included on the Collocation Application. This will prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

## **Procedures**

### **Standard Sites**

Upon notification of receipt of the completed application, the CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within the timelines listed in the CLEC Interconnection Agreement. In the event that the requested site is no longer available, the CPMC will automatically conduct a feasibility study for the second and/or third choice submitted on the Collocation Application form. If alternative options are not indicated with the submitted application, and the requested site is no longer available, the CLEC will be notified of a "Feasibility No" and the pending application will be cancelled. The Available Inventory "Feasibility No" does not mean the office has an out of space condition.

If it is determined based on a Qwest walkthrough that the site differs from the posting, Qwest will notify CLEC prior to the issuance of the quote. CLEC will be required to submit the application with identified differences should they wish to still order the site with the identified known differences. Qwest will prepare a quote based on the site inventory and any I requested modifications to the site within the timelines listed in the CLEC Interconnection Agreement. CLEC must pay the initial 50% of the quoted nonrecurring charges to Qwest within 30 calendar Days of receiving the quote. If the payment is not received by Qwest within such 30 calendar Day period, the quote will expire and the requested site will be returned to Qwest inventory. The CLEC will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

Upon receipt of the initial 50% payment of the quoted nonrecurring charges, Qwest will begin the establishment of the site records and complete the job build-out within the interval described in the assuming CLEC Interconnection Agreement. You may request a walk through with the Qwest State Interconnect Manager (SICM) when the initial 50% payment has been made by contacting your WCSM. CLEC acceptance follows previously defined procedures and time frames located in the Ordering Section of Collocation-General Information at: <http://www.qwest.com/wholesale/pcat/collocation.html#order>.

### **Special Sites**

CLEC will contact sales or WCSM to express interest in a Special Site(s). WCSM will provide additional detail on the Special Site(s), as necessary. CLEC will submit an application for the site per the ordering section of this document. Upon



notification of receipt of the completed application, the CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within ten (10) calendar Days after receipt of the application. If the site is not available the CPMC will notify CLEC in writing. If the site is available a site survey is recommended between CLEC and Qwest's State Interconnect Manager (SICM). When a site survey is conducted the Site Survey Fee will be added to the quote.

If it is determined based on Qwest's walkthrough that the site differs from the posting, Qwest will notify CLEC prior to the issuance of quote. CLEC will be required to resubmit the application with identified differences should they wish to still order the site with the identified known differences. Any cancellation of an Available Inventory application due to differences between the actual inventory and the postings will not result in the Special Site Assessment Fee and/or QPF being charged.

CLEC must pay in full one hundred (100%) of the quoted nonrecurring charges to Qwest within 30 calendar Days of receipt of the quote. If Qwest does not receive the payment within such 30 calendar Day period, the quote will expire and the site will be returned to Qwest inventory. The CLEC will be charged a Special Site Assessment Fee or QPF for work performed up to the point of expiration or non-acceptance of the quote.

Upon receipt of the full payment for the quoted nonrecurring charges, Qwest will begin the establishment of the site records and complete the job build-out. The interval shall be forty-five (45) calendar Days for completion of the site from receipt of payment. In the event that the CLEC requires Qwest to install augments to the, the interval will revert to the interval defined in the assuming CLEC Interconnection Agreement.

### **Collocation Classifieds**

The "Collocation Classifieds" web site refers to a tool used by CLEC and Qwest to post a listing of available Collocation sites. This site is intended for CLEC who wish to transfer their unwanted Collocation sites to another CLEC using the Collocation Transfer of Responsibility process, or view existing sites that have been returned to Qwest's inventory.

#### **CLEC Postings**

To post entries to the "Collocation Classifieds," for CLEC Postings complete the web-based form as instructed on the Collocation Classified web site at the following address: <http://www.qwest.com/wholesale/pcat/colloclassifieds.html>. CLEC Postings will be updated on a regular basis and will be deleted after 90 calendar Days. Qwest does not guarantee the accuracy of availability for sites posted by CLEC.



The Collocation Classifieds CLEC posted entries will contain general information such as date posted, contact information, Collocation status and type, Billing Account Number (BAN), Central Office CLLI code and address. CLEC postings will also contain site specific information such as cage size (caged), number of bays (cageless), power and number of reusable terminations.

Transfer of Responsibility sites ordered from the Collocation Classifieds CLEC Postings are subject to the terms and conditions listed within the Collocation – General Information Product Catalog.

### **Qwest Postings**

Qwest Special Sites will be listed under a section “Unverified Sites with Equipment” and will include DC power and terminations in addition to the general information. CLEC may request additional information on these sites from its Qwest Sales representative or WCSM. Sites ordered from a Qwest Posting are subject to the terms and conditions for Collocation Available Inventory listed within this document.

## Rates for Available Inventory

### STANDARD SITES

Rates for Standard Sites will be in accordance with Exhibit A of the CLEC Interconnection Agreement including the QPF. CLEC will receive a 50% discount on Reusable Elements as defined in the Rate section. Additional services required for a Standard Site will be treated as new services and the rates defined in Exhibit A will also apply. Additional services will not be discounted.

### SPECIAL SITES

Rates for Special Sites will be in accordance with CLEC Interconnection Agreement Exhibit A. CLEC will receive a 50% discount on all nonrecurring charges for existing installed services. Additional services required for a Special Site will be treated as new services and the rates defined in Exhibit A will also apply. Additional services will not be discounted.