

## **Appendix to Technical specifications**

### **Service Level Requirements**

**For: Landline telephony, dark fiber, IP TV,  
UIFN and freephone services**

**Reference No: EUROJUST/HAG/2025/OP/0006**

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## 1. List of terms, symbols and acronyms (Glossary)

EU: European Union

ICT: Information Communication Technology

IM: Incident Management

KPI: Key Performance Indicator

SLR: Service Level Requirement

24h: 24 hours

7d: 7 days

365: One calendar year (including leap year)

24d/7h/365: 24 hours per day/7 days per week/1 calendar year

Contracting authority: Eurojust and Europol

## 2. Introduction

This document outlines the Service Level Requirements (SLR) for the Landline telephony, dark fiber, IPTV, UIFN and freephone services.

The document describes the principles and processes when applying the SLR.

The SLR and associated KPIs given in this document consists of two types: minimum and preferred performance values, where:

- Minimum performance values are the minimum service level or KPI the contracting authority expects a contractor to meet. Tenders that do not meet the minimum requirements will be eliminated.
- Preferred performance values are values the contracting authority would like.

Minimum performance values are identified in the KPI tables:

| Scope | Measured value | Service Level/ KPI                   | Measurement period | Penalty |
|-------|----------------|--------------------------------------|--------------------|---------|
|       |                | X Minimum Value<br>Y Preferred Value |                    |         |

The SLR forms part of the framework contract and supplements its clauses and conditions.

**The term contracting authority refers to all the participating contracting authorities and it should be read that each requirement is applied for each of the participating contracting authorities individually, e.g. the standard report shall be produced separately for each of the participating contracting authorities, the KPIs shall be measured separately for each of the participating contracting authorities except for the KPI indicated in section 8.2 which is specific for Europol.**

### 2.1. Tender Provided Service Levels

Tenders may contain their own SLR and KPIs proposing improved performance values. Should the tender propose an improved SLR or KPI (Annex D.1), the proposed SLR/KPI becomes the minimum level and it will no longer be possible to revert to the levels given in this document.

## 3. General Definitions

### 3.1. Service

The term “Service” refers to the complete set of elements that allow the contracting authority to operate the Landline telephony, dark fiber, UIFN and freephone services and IP TV services as described in *Technical Specifications*.

### 3.2. Normal Working Days and Hours

Normal working days and hours are defined as:

- Monday through to Friday, 07:00 to 19:00.

## 4. Contract Management

The contractor shall identify a minimum of two contact persons with their names, e-mail addresses, and telephone numbers to be in charge of contract implementation. The contracting authority will have the right to reject proposed persons if they do not fulfil the minimum criteria stated below in this section. The contact person service shall be offered free of charge.

### 4.1. Account Manager

The Account Manager is the primary contact point for all sales and pre-sales activities. The Account Manager is responsible for all commercial aspects of the Services and all matters that may affect the commercial relationship between the contracting authority and the contractor. The Account Manager must have minimum three years of experience working as an account manager.

### 4.2. Service Delivery Manager

The Service Delivery Manager is the interface for all the technical and operational matters during the takeover/migration and service delivery (including meeting the SLR). The Service Delivery Manager will follow up all SLR matters, thereby being responsible for meeting the Service KPIs. The Service Delivery Manager shall act as a single point of contact for escalation procedures, general questions, will perform and receive notifications and escalations related to any incidents or crisis related to the service delivered to the contracting authorities. The Service Delivery Manager must have minimum five years of experience working as a service manager.

The contracting authority will similarly designate an appropriate number of administrative and technical staff in charge of implementing the contract besides the contracting authority who has overall responsibility for the contract.

The contractor shall communicate to the contracting authority any change in the personnel supporting the contracting authority.

## 5. Service Desk & Reporting

The contractor shall proactively manage, monitor the lines and any related service and products during the service hours (24x7x365) to control the compliance with the service quality guarantees set out in the contract.

The contractor shall produce standard reports concerning the availability and quality of the delivered services on a monthly basis delivered at the latest 10 working days after the end of the month. The standard report shall at least contain information related to the usage and utilisation, to orders and deliveries, to service requests service availability (see also Section 8) and incidents. Ad-hoc reports may be requested occasionally by the contracting authority.

The reports shall be delivered in a secure way in an electronic format, which is preferably compatible with Microsoft Excel, CSV, or equivalent.

## 5.1. Service Desk KPI

| Scope                                  | Measured value                                    | Service Level/ KPI                           | Measurement period | Penalty                                                                  |
|----------------------------------------|---------------------------------------------------|----------------------------------------------|--------------------|--------------------------------------------------------------------------|
| Communication skills                   | Capability to communicate in English              | 90% - minimum value<br>95% - preferred value | Monthly            | n/a                                                                      |
| Timely delivery of complete SLR Report | Within 10 days after the end of the month         | 90% - minimum value<br>95% - preferred value | Monthly            | 100 Euro and, if the delay exceeds 1 month, 10 €/each extra day of delay |
| Completeness of SLR Report             | All chapters are updated and a narrative included | 90% - minimum value<br>95% - preferred value | Monthly            | n/a                                                                      |

## 5.2. Escalation procedure

The contractor shall provide specific operating model and governance structure for the support and maintenance agreement that will include at least 3 levels of functional escalation into the contractor organisation in case of important deviations from either the incident or the problem management, changes, service levels, repeated deviations, or critical situations.

# 6. Maintenance Window

The contractor shall be able to perform maintenance activities to improve quality. Contracting authorities accept that this may cause interruptions of service availability. These interruptions must be limited to times outside of normal working times.

In exceptional cases, the contracting authorities may need the availability of the services outside of normal working times for its operational activities. It is therefore critical that the contracting authorities are informed of any planned maintenance in advance. The communication must include a detailed description of the planned activities, their impact and associated (possible) risks.

## 6.1. Maintenance Window KPI

| Scope               | Measured value                                    | Service Level/ KPI                        | Measurement period | Penalty                                                                                |
|---------------------|---------------------------------------------------|-------------------------------------------|--------------------|----------------------------------------------------------------------------------------|
| Maintenance windows | Standard maintenance window within agreed period. | 00:00 to 07:00 local time - minimum value | Quarter            | Intervention shall be considered as outage if it takes place outside the agreed period |

|                                                               |                                                                                                                        |                                            |         |                                                                                        |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|---------|----------------------------------------------------------------------------------------|
| Timely communication related to planned service interruptions | Communication related to planned service interruptions lasting more than 300 seconds received at least 72 hours before | 90%- minimum value<br>95%- preferred value | Quarter | Intervention shall be considered as outage if it takes place outside the agreed period |
|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|---------|----------------------------------------------------------------------------------------|

## 7. Incidents

An Incident is defined as an unplanned event, action, or omission that directly or indirectly causes a contractual service or service element to degrade partially or totally. The effect an incident has on a service determines its severity and therefore the actions taken to resolve it. To reflect the impact on a service each incident is assigned an Incident Priority level.

### 7.1. Security Related Incident

The contractor shall process contracting authority data therefore it is the contractor's responsibility to ensure they not only meet the necessary legal requirements, but also the data security requirements as indicated in the Technical Specifications and security obligations agreed in the framework contract.

Particular attention should be paid to avoiding any security related incidents. Examples of potential security breaches may be, but are not limited to:

- Unauthorised access to data held in systems;
- Tapping into data transfer flows;
- Tapping into connectivity;
- Other unauthorised access to data or information.

In the event of a security related incident, an Incident ticket with severity P1 will be created to record and document the incident. A security incident has the potential for immediate escalation and may lead to a breach of contract.

In the event of an Incident affecting the service (24x7x365), including the unavailability or degradation of service, the contractor shall immediately and on its own initiative register the outage in an Incident report and forward a copy to the contracting authority, preferably by e-mail.

The Incident report shall include the date and time when the outage started and a description of the situation or symptom as well estimated time of resolution.

The contracting authority expects speedy resolution of incidents regardless of the cause.

### 7.2. Incident Priority

Service incidents are classified according to their level of severity or priority level. Where:

- **Level P1:** Complete outage of all connections in one or more contracting authority locations or a security related incident.
- **Level P2:** Partial outage of connections in one or more contracting authority locations.
- **Level P3:** Degraded connection quality without an interruption in the service (e.g. poor connectivity).

### 7.3. Incident KPI

| Scope                   | Measured value                                               | Service Level/ KPI                                                                                                                                                           | Measurement period         | Penalty                                                                                                                                                                                                                                         |
|-------------------------|--------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Incident Report         | Cases recorded with unique number and all relevant details   | 90% - minimum value<br>99% - preferred value                                                                                                                                 | Monthly                    | n/a                                                                                                                                                                                                                                             |
| Resolution of Incidents | Time between creation and closure of incident report ≤ 4 hrs | 95% of all P1 incidents - minimum value<br>90% of all P2 incidents - minimum value<br>99% of all P1 incidents - preferred value<br>95% of all P2 incidents - preferred value | Rolling period of 3 months | Recovery outside of SLR >4 hours but ≤ 8 hours may lead to a liquidated damages claim of 15% of an average monthly charge.<br><br>Recovery outside SLR and > 8 hours may lead to a liquidated damages claim of 45% of an average monthly charge |

## 8. Quality of Service

In the event of an incident affecting the quality of the service, be it unavailability or degradation of service quality, the contractor shall immediately and on its own initiative register an incident report and inform the contracting authority by email.

### 8.1. Availability

Service availability is defined for each connection through which a service is delivered. It is therefore called "connectivity availability" and is a fundamental element of the quality of the service delivered.

The availability for each connection is defined as the percentage of time the connection was available and meeting the agreed operational requirements.

### 8.2. Availability KPI

| Scope                                | Measured value                                       | Service Level/ KPI                                 | Measurement period | Penalty                                                                 |
|--------------------------------------|------------------------------------------------------|----------------------------------------------------|--------------------|-------------------------------------------------------------------------|
| Availability of landline connections | Availability of service (except planned maintenance) | 99.90% - minimum value<br>99.95% - preferred value | Quarterly          | Defined by the related incident resolution times                        |
| Availability of IP TV service        | Availability of service (except planned maintenance) | 90% - minimum value<br>95% - preferred value       | Quarterly          | Defined by the related incident resolution times                        |
| Specific KPI for Europol only:       | Availability of service (except planned maintenance) | 99.90% every invoiced month                        | Quarterly          | 0.1% of the monthly total amount invoice per every 0.1% of availability |



|                                    |  |  |  |                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------|--|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Availability of landline telephony |  |  |  | <p>during the monthly period under the proposed target.</p> <p>Verification of compliance levels specified shall be based on the measurements derived from the contractor's monitoring of the service and on the details contained in the contractor's reports. The contractor shall immediately and of his own initiative submit a penalty report and deduct the penalty from the next invoice.</p> |
|------------------------------------|--|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### 8.3. Quality

Connectivity quality is the continuous and consistent operation of the connection while meeting the agreed measurable parameters. Deviation from the agreed requirements will affect connection quality and may negatively influence user perception.

#### User Perception Quality

An investigation is triggered when one or more end users report an incident. The contracting authority and contractor will review connection performance and quality. In the event of a justified quality issue, an investigation is started to identify the problem, the cause and the impact on users.

Liquidated damages may be claimed when the number of proven connectivity related incident tickets exceed an agreed limit over a given period. Each incident is investigated and considered against available evidence and either rejected or proven.

### 8.4. User Perception Quality KPI

| Scope                         | Measured value                                                                                                | Service Level/ KPI                                                           | Measurement period | Penalty                                                                                    |
|-------------------------------|---------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|--------------------|--------------------------------------------------------------------------------------------|
| User perception based quality | Perception of connectivity quality by the users, measured by the number of related justified incident tickets | <p>≤ 10 complaints- minimum value</p> <p>≤ 5 complaints- preferred value</p> | Quarter            | > 10 complaints may lead to a liquidated damages claim of 15% of an average monthly charge |

#### Technical Quality

An additional measurement of connectivity quality is the number of technical incidents recorded in the agreed time period. Liquidated damages may be claimed once a predefined number of technical incidents are reached.

## 8.5. Technical Quality KPI

| Scope                            | Measured value                    | Service Level/ KPI                                                                                                      | Measurement period | Penalty                                                                                                    |
|----------------------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------------------------------------------------------------------|
| Incident based technical quality | The number of incidents recorded. | P1 Incidents $\leq 1$ - minimum value<br>P2 Incidents $\leq 2$ - minimum value<br>P3 Incidents $\leq 5$ - minimum value | Month              | Every incident exceeding the KPI may lead to a liquidated damages claim of 2% of an average monthly charge |