

## **SERVICE AGREEMENT**

Between

The Maryland Department of Information Technology and  
User Entity

For

Local Network/Wide Area Network (LAN/WAN)

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This Service Agreement forms a part of the Memorandum of Understanding between the Maryland Department of Information Technology (“DoIT”) and the Serviced Customer. The parties agree as follows:

### **I. Service Description**

The Department of Information Technology (DoIT) Enterprise Local Area Network (LAN) service is available to fully managed agencies. LAN services provide a managed LAN infrastructure within a state agency building or campus environment. The service includes equipment and technology upgrades (as appropriate), maintenance, configurations, administration, security, and support of network infrastructure in an agency.

#### **A. Standard Service:**

Small Router - For sites with under 200Mbps of bandwidth  
Larger Router - For sites with over 200Mbps of bandwidth  
Small Switch - 12 port switch, use for under 9 ports/connections  
Middle Switch - 24 port switch, use for under 18 ports/connections  
Large Switch - 48 port switch, use for over 18 ports/connections  
Standard AP - Office coverage, small conference rooms  
Large AP - Large conference rooms, very high density areas  
Outdoor AP - For outdoor coverage (excludes point to point wireless connections between buildings or locations)

The following components are included with the standard service:

1. Full management, troubleshooting and monitoring of the existing networking infrastructure such as routers, switches and wireless access points. By default LAN Services supports the network infrastructure to the wall jack.

#### **B. Service Exclusions:**

The following elements are excluded from the standard service offering:

1. Non-standard devices are included from support
2. Customer provided equipment is not authorized on the state network

### C. Optional Services

Auxiliary services may be available upon request from the User Entity for an additional cost. These costs are not included in the budgeted services that DoIT provides and shall be the responsibility of the requesting agency. For any work requested in this area, DoIT will not be able to proceed until fully funded by the requester through a funds certification document.

The following services are add-ons that may be requested. Costs for these items are variable and will be clearly defined and agreed to before moving forward with the request. The LAN Manager will determine if any surveys associated with such work can be conducted with state manpower or must be sent to DoIT's contractor for execution. Outsourced surveys must be funded by the requesting agency.

1. Design and implementation services, these services are used for new build-outs such as an agency moving to a new location, has a large amount of new staff starting, adding a new wireless infrastructure, etc..
2. Cabling Services, these services will be used to repair or install new cabling that is requested.
3. Networking Configuration Consulting for larger projects 3rd party services can be offered to an agency at the expense of the agency.

## II. Service Dependencies

To ensure the service described herein is delivered consistently and in accordance with state standards, the customer must meet the following requirements:

<b>DoIT Services:</b>	<ul style="list-style-type: none"><li>• Subscribe to NetworkMD Services</li></ul>
<b>Technical:</b>	<ul style="list-style-type: none"><li>• All sites must be subscribed to NetworkMD Virtual Private Routed Network (VPRN) services.</li></ul>
<b>Non-Technical:</b>	<ul style="list-style-type: none"><li>• Provide 24 x 7 x 365 points of contact (3) for coordinating outages, emergency maintenance/restoration, and change management</li></ul>

### III. Responsibility Model

The following contains a non-exhaustive list that describes the responsibilities for both DoIT and the customer and may be updated periodically. Updates will be considered effective 14 calendar days from the posting date of the new service agreement.

#### A. DoIT Responsibilities for User Entity (Managed)

DoIT shall be responsible for the following activities in coordination with the User Entity receiving DoIT enterprise managed services:

1. Incident management of network outages
2. Install all new network equipment
3. Network equipment software upgrades and patching
4. Device configuration changes
5. Monitoring of network equipment

#### B. DoIT Responsibilities for User Entity (Non-Managed)

DoIT cannot provide LAN services to non managed agencies. Agencies wishing to subscribe to this service must first transition to a fully DoIT-managed network organization.

#### C. User Entity Responsibilities

The User Entity shall be responsible for the following activities:

1. Customers of this service must also subscribe to the Wide Area Network service
2. Provide access to facilities for planned, emergency maintenance or outages.
3. Provide dedicated point of contact and a backup point of contact
4. Inform DoIT of all IT related projects via the Special Intake Process
5. Request services via a support ticket
  - a) Changes related to non outages will be done via the intake process, for example a user is moving to a new location, a new employee is starting, a new printer install, etc..
  - b) Outages will be done via Incident, for example employee was able to access the network yesterday but today they are unable to access their business applications or internet.
6. No third party or the agency will install, replace or configure network equipment.
7. Timely work with technicians on requests and incidents

### IV. Service Level Agreements (SLA's)

#### A. Availability

Service availability includes the duration of time the service is operational during a [calendar month or twenty-four (24) hour period] and the level at which the service functions. The table below further outlines DoIT's service targets.

Category	Measure
Availability	99.5% uptime
Reliability	less than 10ms of delay on the internal LAN devices to the managed LAN router.

#### B. Maintenance

DoIT may modify the service without degrading its functionality or security features.

##### 1. Scheduled Maintenance

Regular maintenance must be performed to maintain availability and reliability standards and includes replacing hardware, upgrading software, applying patches, and implementing bug fixes.

- a) Scheduled maintenance will be performed outside of normal business hours (8 pm - 6 am Monday - Friday; weekends and holidays)
- b) The customer will be notified no less than five (5) business days prior to the scheduled activity.
- c) Within twenty-four (24) hours after the completion of the scheduled activity, the User Entity will be notified.

##### 2. Unplanned Maintenance

- a) DoIT will attempt to notify the User Entity of any unplanned maintenance activities no less than two (2) hours prior to commencement. Note: Emergency activities requiring immediate remediation may not allow ample time for notification.
- b) Within twenty-four (24) hours after the completion of unplanned maintenance activity, the User Entity will be notified.

#### C. Service Delivery

DoIT will deliver the requested services to the customer in a timely manner according to the following standards.

Category	Measure
Initial Incident Ticket Response and Customer Contact	<ul style="list-style-type: none"> <li>● Priority 1: SLA: 95% Resolved w/in 24-HRS, Response time within 2 hours</li> <li>● Priority 2: SLA: 90% Resolved w/in 2-Business Days, Response time within 4 hours</li> <li>● Priority 3: SLA: 85% Resolved w/in 5-Business Days, Response time within 2-Business Days</li> </ul>

	<ul style="list-style-type: none"> <li>• Priority 4: SLA: 85% Resolved w/in 7-Business Days, Response time within 4-Business Days</li> </ul>
Initial Request Ticket Response and Customer Contact	<ul style="list-style-type: none"> <li>• Priority 1: SLA: Response time within 1-Business day</li> <li>• Priority 2: SLA: Response time within 3-Business day</li> <li>• Priority 3: SLA: Response time within 5-Business day</li> <li>• Priority 4: SLA: Response time within 10-Business day</li> <li>• Priority 4: SLA: 85% Resolved w/in 7-Business Days, Response time within 4-Business Days</li> </ul>

## V. Support and Service Management

### A. Support

DoIT will provide support via telephone, email, or in-person according to the SLA's outlined above.

1. The DoIT Service Desk is available twenty-four (24) hours a day, seven (7) days a week, to provide Tier 1 telephone support.
2. Tier 2 support will be provided during regular business hours (8 am - 5 pm) Monday thru Friday, excluding state holidays and state closings.
3. Tier 3 support will be provided as needed to address further escalations
4. DoIT will serve as the primary support provider of the service outlined herein except when third-party vendors are employed.

### B. Incident Management

Incidents reported to the DoIT Service Desk will be triaged and managed based on priority as follows\*:

Priority (P)	Description	Response Time	Target Resolution
P1	An incident that results in a total cessation of service across the User Entity	2 hours	24 hours
P2	An incident that results in a partial cessation or disruption of service, administrative access issues, or loss of other essential business	4 hours	2 business days

	functions.		
P3	Disruption of service for of non-essential functionality, service questions, and administrative requests such as account creation, deletion, and changes	2 business days	5 business days
P4	All of incidents not mentioned in another priority or based on customer request	4 business days	7 business days
*Note: At times, it may be necessary to contact a vendor for assistance, thereby lengthening response times.			

### C. Request Management

Requests to move, add, or change service shall be handled as follows:

#### 1. New Service(s)

Entities seeking to utilize the service or deploy optional services outlined herein must:

- a) Submit a request via email to [doit.intake@maryland.gov](mailto:doit.intake@maryland.gov) explaining the business needs or challenges.
  - o DoIT will evaluate the request to ensure that the service meets the entity's business needs.

#### 2. Service Modifications

To increase, decrease, or alter existing service, the User Entity must:

- a) Submit a request via email to [doit.intake@maryland.gov](mailto:doit.intake@maryland.gov)
  - o Service modifications include increasing or decreasing quantity of units, relocation of service.
  - o DoIT will log the request and assign it to the appropriate team for fulfillment.
  - o Requests that involve increases to costs will result in billing changes to the agencies which will require a Statement of Work and fund certification to make the change.

### D. Outages

DoIT will notify the User Entity via email of any outages or service degradation resulting from maintenance, fault isolation, or other disruptions.

### E. Support and Service Management Exclusions:

While DoIT strives to tailor support and maintenance activities to match the customer's mission, there may be limitations that hinder our ability to satisfy changing business needs. As such, support and service management activities do not include:

1. Development or management of customer applications
2. Repairs or services for the customer's third-party technologies.
3. Spearheading User Entity initiatives
4. Project management

## VI. Costs for Service

DoIT provides this service via a shared service model, which allows the state to recognize reduced pricing based on economies of scale.

- A. The User Entity charges budgeted for the current fiscal year are outlined in the DoIT Shared Services Annual Invoice.
  1. The unit of measure for which charges are derived for this service is per network device (router, switch, access point)
  2. Reference the current fiscal year Rate Sheet for additional information
- B. All services delivered by DoIT under this agreement are done so on a 100% reimbursable model and therefore costs will be evaluated and adjusted annually to account for fluctuations in the number of shared services used and the underlying costs to deliver that service.

## VII. Termination of Service

This service will automatically be renewed unless the customer and DoIT mutually agree in writing to adjust or discontinue.

- A. The customer must provide ninety (90) days advance written notice to terminate services. Due to the nature of the state financial system budgeting for IT services, terminations will only be effective at the end of the fiscal year following the conclusion of the ninety (90) day notice period.

## VIII. Warranty, Limitations, and Exclusions

- A. DoIT LAN Services will target the replacement of network equipment every 5 years however this may be extended due to resources and timing of other projects, tasks or direction of administration changes.
- B. After hours and on-call Virtual and/or in-person LAN Services support is not available, unless specifically requested by the customer, and agreed upon by DoIT. Full scope of support and any associated costs for after hours support must be mutually agreed upon by the customer and DoIT.