

## SERVICE AGREEMENT

between

The Maryland Department of Information Technology and

The Customer

for

Geospatial Systems - Hybrid PaaS

GIS Enterprise/Server

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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

This service includes customer access to a fully managed, enterprise environment (MD iMAP) with managed deployments of ArcGIS Enterprise or Server products. The service also includes built-in integration with the managed ArcGIS Online platform and the ability to publish directly to the State’s geospatial data catalog promoting discoverability of your data and apps by the public. The service includes access to a high-performance Geographic Information Systems (GIS) monitored 24/7/365, with the latest tools and features. The managed platform service provides cost-effective, reliable GIS services and support and removes the hassle of having to purchase and maintain servers, operating systems, databases, licenses and all the costs and responsibility that comes with it. With direct support from Subject Matter Experts with decades of experience, this service will advance your organization’s use of geospatial data mapping and location-based intelligence.

#### A. Standard Service:

The following components are included with the standard service:

##### **Bronze Level**

This level of support includes all features listed above along with these additional items in support of customer developed solutions maintenance on MD iMAP.

1. Server management, include operating systems, patching, network connectivity, monitoring, software upgrades, load balancing, disaster recovery, SSL certification renewals

2. Security and accessibility management
3. License management, including software installation, patches, version upgrades, monitoring, impact testing and renewals with the vendor
4. In-house technical support and troubleshooting assistance
5. Access to optimized system architecture based on industry best practices
6. Access to optimized database configurations based on industry best practices
7. Regular system configuration upgrades based on best practices to maximize performance of the system
8. Full compliance with state security, privacy and accessibility policies
9. Proactive remediation to sustain compliance with state policies
10. Supported integration with the managed GIS products ArcGIS Online

### **Silver Level**

This level of support includes all features listed above along with these additional items in support of customer developed solutions maintenance on MD iMAP.

11. Publishing content on the staging server for customer-engaged checks prior to a push to production
12. Publishing data to the production environment
13. Register the data in the centralized geospatial data catalog
14. Enable data download
15. Proactive monitoring of hosted and published data and web services
16. Proactive troubleshooting of hosted and published data and web services
17. Perform Tier 1 & Tier 2 support of questions regarding hosted data
18. Preparation and publishing into the centralized, statewide geospatial data portal at [data.imap.maryland.gov](http://data.imap.maryland.gov)
19. Coaching on metadata and data service publishing preparations

### **Gold Level**

This level of support includes all features listed above along with these additional items in support of application hosting on MD iMAP.

20. Application hosting
21. Access to the latest features and capabilities of the licenses
22. Access to test, staging and development server environments
23. Automated environment deployment for mapping applications
24. Access to extension features: Image Server, GeoEvent Server
25. Vendor technical support for advanced product expertise
26. Assistance with capturing customer requirements and identifying best solution based on requirements
27. Remote desktop server client access
28. Recommended optimizations to improve user experiences

- 29. Performance monitoring and provide usage reports, upon request
- 30. Product demonstrations to maximize use of available features or explore new features;

## **Platinum Level**

This level of support includes all features listed above along with these additional items in support of customer developed solutions maintenance on MD iMAP.

### **Discovery**

- 31. Assess existing requirements and technical documents and diagrams
- 32. Define or clarify business goals and technical requirements
- 33. Compile a list of the content's unique key features and functions

### **Maintenance**

- 34. Ensure compliance with established quality controls and assurance
- 35. Conduct risk management and take proactive steps, on behalf of the customer, to mitigate issues
- 36. Ensure long-term success, provide on-going support and reduce risk
- 37. Train customer on unique key features and functions of the content
- 38. Recommend improvements to data design and development
- 39. Advise on remediation activities to bring content into compliance with state policies
- 40. Connect trusted data source systems to facilitate collaboration amongst peers and user groups

### **Troubleshooting**

- 41. Prompt response to incident tickets for registered solutions
- 42. Respond to slow performance issues in a timely manner
- 43. Investigate and identify the root cause and present to the customer
- 44. Recommend and implement corrective actions with the customer
- 45. Monitor results and document findings
- 46. Assess benefits to implementing results to prevent similar issues across the platform
- 47. Assist with data source access issues relevant to the enterprise platform connection

### **Enhancements**

- 48. Deliver clearly defined scope for requested enhancements and recommended resources to deliver the desired results
- 49. Support capturing requirements and identifying best option based on requirements
- 50. Assistance through the accessibility review process and remediation
- 51. Implementation of data pipelines to automate data access

## 52. Integrations with approved third-party software, extensions, and plug-ins

### B. Service Exclusions:

The following elements are excluded from the service offering:

1. Online account creation, troubleshooting, onboarding and training (see Geospatial Products - GIS Online & Pro/Desktop Accounts & Training)
2. Desktop-level licenses (see Geospatial Products - GIS Online & Pro/Desktop Accounts & Training)
3. Server-level licenses and/or support (see Geospatial Products - GIS Enterprise/Server Licenses & Support)
4. Support for any Esri products and services not listed above
5. New custom applications development
6. Technical support for non-standard platform usage and data connections
7. Installation or support of non-standard extensions, plug-ins and add-ons
8. Data creation, preparation, analysis, remediation or maintenance
9. Support associated with service users through Computer Aided Design and Drafting (CADD) and Google products
10. Ad hoc and customized training
11. Map project and map package production and maintenance
12. Required metadata creation and maintenance

### C. Optional Services

Auxiliary services may be available upon request from the Customer 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.

1. Purchase of any Esri products and services not listed above
2. Custom application development
3. Customer-developed application support and maintenance
4. Database-as-a-Service - a dedicated managed database environment
5. Infrastructure-as-a-Service - a dedicated set of infrastructure resources
6. Custom theme development with specific colors for branding
7. Ad hoc or customized training

## 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>● Recommended - Active subscription to Multi-Factor Authentication service for maryland.gov users</li> <li>● Established connectivity to Network Maryland (nwMaryland)</li> <li>● Active subscription to Geospatial Products:GIS Online &amp; Pro/Desktop Accounts &amp; Onboarding (Esri) service</li> </ul>
<b>Technical:</b>	<ul style="list-style-type: none"> <li>● Active State of Maryland government issued email address.</li> <li>● Customer network has stable and reliable connections.</li> <li>● Utilize a vendor-supported web browser (Chrome, Firefox, Edge or Safari)</li> <li>● Data sources must be accessible via configured firewall rules and access permissions.</li> </ul>
<b>Non-Technical:</b>	<ul style="list-style-type: none"> <li>● Active employment or contract with the named supervisor's agency.</li> <li>● Provide responses within two (2) weeks of each posed query or notify DoIT support staff of expected response times.</li> <li>● Provide 24 x 7 x 365 points of contact (3) for coordinating outages, emergency maintenance/restoration (with appropriate application access to provide technical assistance), 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 Customers

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

1. Platform hosting - Windows
2. Network - Connectivity to infrastructure
3. Remote desktop server client access and troubleshooting
4. Load balancing services to maximize performance and user experience
5. Operating system installation and patching and backups
6. Software installation, upgrades and patching
7. Disaster recovery and backup restoration in the event of lost content associated with infrastructure or network failure. Does not include backup restoration as a result of customer negligence or customer mismanagement.
8. System monitoring and service desk support
9. Capacity monitoring and remediation necessary to maintain performance
10. Software procurements and renewals

11. Installation and support of hosting environment and standard product features
12. Installation and support of approved extensions, plug-ins and add-ons
13. Support in areas of connectivity, interoperability for approved data sources
14. Coordinate with the customer to identify the root cause for troubleshooting
15. Ensure products and solutions comply with state security policies
16. Apply, on behalf of the customer, best practices for the available features
17. Marketing of production solutions to local and national user communities
18. Accessibility checks to maximize the reach within all constituent communities
19. Product demonstrations to maximize use of available features or explore new features

#### B. Customer Responsibilities

The Customer shall be responsible for the following activities:

1. Prepare data for submission according to the [Data Submission Policy](#).
2. Submit a clear and concise statement via the DoIT service desk, to include nature of the request with relevant details such as error messages, steps taken to resolve, and screenshots (if applicable)
3. Responding to DoIT staff queries within two (2) weeks of each posed query or notify DoIT support staff of expected response times
4. Provide or directly assist with access and configuration modifications to accommodate connectivity to customer data sources
5. Data creation, preparation, remediation or maintenance
6. Data source design, development, maintenance and troubleshooting
7. Directly assist with portions of troubleshooting associated with customer developed solutions
8. Respond to end user inquiries forwarded by DoIT for customer-specific content, including, but not limited to data sources, end user options, etc.
9. Proactively communicate with technical support staff throughout the course of progress of the request. Queries or requests for information will be closed after two (2) weeks after two (2) attempts via email and one (1) attempt via phone without response from the named requestor.

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

#### A. Availability

Service availability includes the duration of time the service is operational during a calendar month and the level at which the service functions. The table below further outlines DoIT's service targets.

Category	Measure
Availability	99.9% uptime

Capacity	
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#### B. Maintenance

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

##### 1. Scheduled Maintenance

- a) Whenever possible, scheduled maintenance is performed outside of normal business hours (8 PM - 6 AM EST Monday - Friday; weekends and state holidays).
- b) The Customer will be notified no less than five (5) business days prior to the scheduled activity if it is to occur during normal business hours.

##### 2. Unplanned Maintenance

- a) DoIT will attempt to notify the Customer 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.

#### C. Service Delivery

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

Initial Ticket Response and Customer Contact	Bronze Level	Silver Level	Gold Level	Platinum Level
2 Business Days				
2 Business Days				
1 Business Day				
4 Business Hours				

## V. Support and Service Management

#### A. Support

DoIT will provide support via telephone, email, chat or screenshare according to the SLA's outlined above.

1. DoIT Service Desk twenty-four (24) hours a day, seven (7) days a week.

2. DoIT Data Services Team during regular business hours (8 AM - 5 PM EST) Monday thru Friday, excluding weekends, state holidays and closings.
3. 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\*:

Please note: The DoIT managed GIS platform is hosted on the DoIT managed AWS and Data Center environments. Please refer to the Public Cloud (AWS) Hosting Service Service Agreement and Private/Co-Location Cloud Hosting Service incident response tables for information on outages that are attributed to the hosting environment.

<b>Incident Owner: Data Services Team</b>			
<b>Priority (P)</b>	<b>Description</b>	<b>Response Time</b>	<b>Resolution</b>
P1	An incident that results in a total cessation of service across the Customer	2 Hours	24 Hours
P2	An incident that results in a partial cessation or disruption of service or loss of other essential business functions and requests.	4 Hours	2 Business Days
P3	Disruption of service for non-essential functionality, service questions, and requests.	2 Business Days	5 Business Days
P4	Any other type of incident not included above.	2 Business Days	10 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)**

The Customer seeking to utilize the service 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 Customer's business needs.



The Customer seeking to 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.
  - DoIT will evaluate the request to ensure that the service meets the Customer's business needs.

## 2. Service Modifications

To increase, decrease, or alter existing service, the Customer must:

- a) Submit a request via email to [doit.intake@maryland.gov](mailto:doit.intake@maryland.gov)
  - Service modifications include increasing or decreasing the level of service.
  - DoIT will log the request and assign it to the appropriate team for fulfillment.
  - 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 communicate via X, formerly known as Twitter, @mdimap 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. Online account creation, troubleshooting, onboarding and training
2. Desktop-level licenses
3. Server-level licenses and/or support
4. Support for any Esri products and services not listed above
5. New custom applications development
6. Technical support for non-standard platform usage and data connections
7. Installation or support of non-standard extensions, plug-ins and add-ons
8. Data creation, preparation, analysis, remediation or maintenance
9. Support associated with service users through Computer Aided Design and Drafting (CADD) and Google products
10. Ad hoc and customized training
11. Map project and map package production and maintenance
12. Required metadata creation and maintenance
13. 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 Customer 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 Customer
  - 2. Charges are associated with the level of service
  - 3. 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. Warranty
  - 1. Technical Support: Guarantee of timely response and resolution to reported issues within a defined timeframe
- B. Limitations
  - 1. Vendor licensing terms: DoIT serves as the primary customer to the vendor, Esri. All account users are subject to the terms and conditions agreed upon in the State's Enterprise Use Licensing Agreement (EULA).
  - 2. Content loss due to unforeseen circumstances, platform errors, user error or misuse beyond reasonable control
  - 3. Issues that arise as a result of user negligence or misuse of the associated products and services;
  - 4. Issues caused by third-party software or hardware not supported by the service;
  - 5. Customizations or modifications made beyond what is included in the service agreement

6. Issues related to natural disasters, or events beyond reasonable control
7. Issues that arise as a result of installation or operations of the supported products and services not in conformance with the documentation provided by the vendor
8. After hours and on-call virtual and/or in-person support is only available to accommodate production change management requests, all other occasions are assessed on a case-by-case basis when requested by the customer, and agreed upon by DoIT. Full scope of support and any additional costs for after hours support must be mutually agreed upon by the Customer and DoIT prior to the commencement of work
9. Agencies are solely responsible for ensuring your data is accurate, up-to-date, and complies with relevant regulations.

C. Exclusions

1. Content loss due to unforeseen circumstances, platform errors, user error or misuse beyond reasonable control
2. Problems caused by third-party software or hardware not supported by the service.
3. Issues related to natural disasters, or events beyond reasonable control.
4. Data recovery or restoration services
5. Customization or development of the SaaS platform
6. Onsite training at customer location
7. Repairs or services for the customer's third-party technologies.