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MEMORANDUM **Community Services - Council Memo No. CS14-042**

DATE: DECEMBER 9, 2013

TO: MAYOR AND COUNCIL

THRU: RICH DLUGAS, CITY MANAGER *RDD*
MARSHA REED, ASSISTANT CITY MANAGER *MR*
MARK M. EYNATTEN, COMMUNITY SERVICES DIRECTOR *ME*

FROM: BRENDA BROWN, LIBRARY MANAGER *BB*

SUBJECT: RESOLUTION NO. 4730, APPROVING AN AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND CITY OF CHANDLER FOR THE POLARIS INTEGRATED LIBRARY SYSTEM

RECOMMENDATION: Staff recommends introduction and approval of Resolution No. 4730 approving an Agreement between the Maricopa County Library District (MCLD) and City of Chandler for The Polaris Integrated Library System.

BACKGROUND/DISCUSSION: The Chandler Public Library (the Library) has contracted with SirsiDynix since 1985 to provide an Integrated Library System (ILS) software package. The ILS software has many functions, including acquisition and cataloging modules, item checkout and return modules, patron account and billing modules, and discovery tools for searching the Library's inventory.

Through this agreement with the Maricopa County Library District (MCLD), the Library seeks to migrate from SirsiDynix to the Polaris ILS. Polaris has been in business for fifteen years and is a well-established and successful ILS vendor. Their customer-base is exclusively public libraries. There are several advantages to be gained from this agreement and migration. Five of the eight largest Phoenix-area public library systems are current Polaris customers: MCLD, Phoenix Public Library, Mesa Public Library, Peoria Public Library, and Glendale Public Library. Scottsdale Public Library and Tempe Public Library plan to migrate this year, as well. Having so many neighbors using the same system will provide an excellent local support structure.

To purchase the Polaris ILS independently would cost \$218,440 in one-time funds, with an on-going annual maintenance fee of \$82,251 (1st year). Under this agreement, MCLD will fund the one-time purchase of the Polaris software and associated subscription services. MCLD will also fund the annual support fees for up to eight years under this agreement. The Library will be responsible for additional services such as telephone notification, text messaging and database integration. The Library will maintain control of all data stored in the Polaris software. The software will be hosted on Polaris servers, saving the Library hardware support and administrative costs. The Library will work with Polaris technical support directly for all support issues and trouble tickets.

PROPOSED MOTION: Move that Council introduce and approve Resolution No. 4730 approving an Agreement between the Maricopa County Library District (MCLD) and City of Chandler for the Polaris Integrated Library System.

Attachments: Resolution No. 4730
Agreement (4)

RESOLUTION NO. 4730

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA APPROVING AN AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND CITY OF CHANDLER FOR THE POLARIS INTEGRATED LIBRARY SYSTEM.

WHEREAS, the Parties wish to collaborate to purchase the Polaris Integrated Library System ("Polaris") for a complete library automation system; and

WHEREAS, the County will fund migration, maintenance and support services to the City to ensure a reliable, secure, timely and efficient service and support for City staff and library patrons at the Chandler Public Library; and

WHEREAS, the Parties are authorized to enter into this agreement pursuant to A.R.S. Section 11-201(A) and 48-3902(A)

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Chandler, Arizona hereby approves an Agreement between the City of Chandler and the Maricopa County Library District and authorizes the Mayor to sign the agreement.

PASSED AND ADOPTED BY THE City Council of the City of Chandler, Arizona, this ____ day of _____, 2013.

ATTEST:

CITY CLERK

MAYOR

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 4730 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the ____ day of _____, 2013 and that a quorum was present thereat.

APPROVED AS TO FORM

CITY ATTORNEY



AGREEMENT
BETWEEN THE
MARICOPA COUNTY LIBRARY DISTRICT
AND CITY OF CHANDLER
FOR
THE POLARIS INTEGRATED LIBRARY SYSTEM

Agenda # _____

This agreement ("Agreement") is entered into by the City of Chandler, an Arizona municipal corporation ("City") and the Maricopa County Library District ("County"), each hereinafter referred to as "Party" or collectively "Parties", as of the ____ day of _____, 2013.

WHEREAS, the Parties wish to collaborate to purchase the Polaris Integrated Library System ("Polaris") for a complete library automation system;

WHEREAS, the County will fund migration, maintenance and support services to the City to ensure a reliable, secure, timely and efficient service and support for City staff and library patrons at the Chandler Public Library; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to A.R.S. §§11-201(A) and 48-3902(A).

THEREFORE, for the consideration set forth herein, the parties agree to the following terms and conditions:

Section 1. Term. This Agreement is effective upon execution by the Parties and shall be in effect for a term of approximately eight (8) years, expiring on July 1, 2021, or unless earlier terminated pursuant to Section 2, herein. The parties may agree to annual renewals for an additional three (3) years, as mutually agreed upon in writing. Any modification or amendment to this Agreement shall be approved by both Parties in writing.

Section 2. Termination. Either Party may terminate this Agreement, with or without cause, by providing the other Party ninety (90) calendar days written notice of such termination. Upon termination of this Agreement, all property used in performing services under this Agreement shall be returned promptly to the Party owning or having the right to possess the same.

Section 3. Review Procedure. This Agreement will be reviewed annually by the County and the City. The review will cover services provided, service levels and procedures. Any issue relating to this Agreement or the relationship between the City and the County received by either Party will be forwarded in writing and distributed concurrently to the City, and to the

County. The intent is to ensure thorough, timely and open resolution of all such issues. The Parties agree to use their best efforts to amicably resolve any issues.

Section 4. Amendment. This Agreement supersedes any and all previous agreements between the Parties concerning Polaris. Nothing in this Agreement shall be modified or waived except by written amendment, duly executed by both Parties.

Section 5. Descriptions of Services.

5.1 Polaris Software/License and Maintenance. The County will fund the purchase of a unique instance of Polaris and subscription services. A description of Polaris and the subscription services to be provided to the City is set forth on *Exhibit A*, attached hereto and incorporated herein by this reference.

5.2 Data Migration. The County will fund the migration of the City's current SirsiDynix data, including acquisitions.

5.3 Installation and Implementation. The County will fund the installation and implementation of a unique instance of Polaris and related products, including acquisitions.

5.4 Software Support. The County will provide funding for first line assistance and troubleshooting issues with Polaris and associated products, including network connectivity and diagnoses, through Polaris.

Section 6. Pricing. The County will provide funding to a hosting of Polaris and related products at no charge to the City.

Section 7. Support.

7.1 System Support. Support will be provided by Polaris.

7.2 Data Extraction. The County acknowledges that the City is the owner of the data stored in its SirsiDynix and Polaris ITS databases.

Section 8. Insurance. The Parties agree to secure and maintain adequate insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to, public entity insurance. The acquisition of this insurance or maintenance and operation of a self-insurance plan may fulfill this insurance requirement.

Section 9. Conflict of Interest. Either party may cancel this Agreement, without penalty or obligation, pursuant to A.R.S. §38-511.

Section 10. Indemnification.

10.1 To the extent permitted by law, the County covenants and agrees to indemnify, defend and hold harmless the City, its officers, employees, contractors and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the County, its officers, employees, contractors and agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incidental to, this Agreement.

10.2 To the extent permitted by law, the City covenants and agrees to indemnify, defend and hold harmless the County, its officers, employees, contractors and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the City, its officers, employees, contractors and agents and anyone acting under its direction or control, whether intentional or negligent, in connection with or incidental to, this Agreement.

Section 11. Force Majure. Neither Party shall be responsible for delays or failures in performance resulting from acts beyond its control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures or power failures.

Section 12. E-Verification of Employees. To the extent applicable under A.R.S. §41-4401, the Parties warrant their compliance with all federal immigration laws and regulations that relate to their employees, and compliance with the E-verify requirements under A.R.S. §23-214(A). A Party's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party. The Parties each retain the right to randomly inspect the papers and records of the other Party to ensure that the other is complying with this warranty. The Parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties shall cooperate with the other Party's random inspections, including granting the inspecting Party entry rights on to their respective properties to perform random inspections, and waiving their respective rights to keep such papers and records confidential.

Section 13. Terms and Conditions. This Agreement contains all of the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Nothing in this Agreement shall be construed as a consent to any suit or waiver of defense in a suit brought against the State of Arizona, the County or the City, in any State or Federal Court.

EXHIBIT A

**POLARIS LIBRARY SYSTEMS
FOR
THE CITY OF CHANDLER, ARIZONA
PROPOSAL SUMMARY**

POLARIS

LIBRARY SYSTEMS

103 Commerce Boulevard, Suite A
Liverpool, NY 13088

**Chandler Public Library
Chandler, AZ**

Quote for an Integrated Library System and Related Services
Polaris Virtual Private Cloud Services

October 30th, 2013



Helping Librarians Serve Their Communities

Polaris Integrated Library System Quote

Virtual Private Cloud (VPC) Services – Dedicated Environment

Polaris is pleased to provide **Chandler Public Library** with the following quotation for the Polaris Integrated Library System (ILS), which includes pricing for Polaris Software Licenses & VPC services/environment. The specific responsibilities that Polaris will undertake as your integrated library system partner are listed under Polaris Services.

Contents

ILS Price Proposal Summary.....	1
Price Proposal – Summary Annual Costs	2
Polaris ILS Software.....	3
Polaris Virtual Private Cloud Services	4
Polaris Services.....	5
Third Party Subscription Services.....	6
Virtual Private Cloud Environment	7
Data Extraction	10

CONDITIONS AND PRICES QUOTED ARE VALID FOR 90 DAYS FROM DATE OF QUOTE.

ILS Price Proposal Summary

Polaris Software Licenses (Note 1)	Year 1 Cost
Polaris Software Licenses – 100 staff users Includes: <ul style="list-style-type: none"> • Polaris ILS Database, Z39.50 Server, SMTP for email notification, Remote Patron Authentication, System Administration, System Reports. • 100 Staff Client Licenses • Unlimited PAC access • Simply Reports x 5 • Spanish language interface to PAC • Children’s interface to PAC • Self-Check interface to 3rd party Self-Check units x 11 • Polaris Mobile PAC • EDI for Acquisitions Setup/Training – Level D: Baker & Taylor, Midwest Tape • Collection Agency interface to Unique Management 	
Sub-Total – Polaris Software Licenses	\$134,550
Polaris Virtual Private Cloud Services	
Virtual Private Cloud Services & Environment	
Sub-Total: Annual Fee	\$45,429
Polaris Services	
<ul style="list-style-type: none"> • Data Extraction/Migration • Implementation & Training Services • PAC Branding 	
Sub-Total: Polaris Services	\$53,900
Third Party Subscription Service	
Enhanced Data Content for PAC	
Sub-Total: Annual Fee	\$8,832
Sub-Total:	\$242,711
Less Discount:	(\$24,271)
Total: ILS Year 1 Cost	\$218,440

Note 1 - Proposal includes 1 year warranty on software.

Price Proposal – Summary Annual Costs

Software Maintenance, VPC Services & 3rd Party Subscription	
Year Two	\$82,251
Year Three	\$86,182
Year Four	\$90,303
Year Five	\$94,625

Polaris ILS Software

- Polaris ILS Database (full and documented schema available via Extranet)
- Z39.50 Server
- SMTP For email notification (Library may also use other email server)
- Remote Patron Authentication via SIP2 service
- Find Tool (Over 600 search points available)
- Cataloging with authority control
 - MARC validation program
 - Bibliographic and authority records importing interfaces
 - Fully integrated WYSIWYG Label Printing (see/edit before you print)
- Circulation
 - Offline circulation, inventory and Bookmobile (one daily offline client download per location at no additional cost - Library may pull only one copy of the daily Offline file to a local resource)
 - Group holds
 - OCLC Inter Library Loan Interface
- Record set (bulk change operations for patron, item, authority and bibliographic records)
- Z39.50 client
- System Administration (familiar Directory / Tree structure with point-and-click options)
- Integrated desktop Reports and Notices (export to local workstation in Excel, Word, PDF, HTML and XML formats)
- Extensive online help
- Polaris ILS PowerPAC supports Internet Explorer, Netscape Navigator, Mozilla Firefox, Opera, Safari
- Multiple database searching
- Patron Authentication
- My Account Options: Self-registration, search agent alerts, pre-notification of overdues, reading history, formatted title lists (MLA, Chicago Manual of Style, etc.)
- Customizable Dashboards (automated links to bestsellers, subject areas, etc.)
- Simply Reports x 5
- Serials
- Acquisitions
- Spanish language interface to PAC
- Children's interface to PAC
- Mobile PAC
- Self-Check interface to 3rd party Self-Check units x 11
- EDI for Acquisitions Setup/Training – Level D: Baker & Taylor, Midwest Tape
- Collection Agency interface to Unique Management
- User Guides & Administrative Guides are available on the Virtual Private Cloud Server

Polaris Virtual Private Cloud Services

Polaris will provide the following on-going services:

Virtual Private Cloud Services	Description
Server & Operating System Software	Production Server, Firewall, Domain Controller, Backup Device, Microsoft Software, Network Switch, Installation & Remote Hands, ARCServe Backup Software, Anti-Virus Software.
Co-Location Services	Internet Bandwidth – 5 Mbps maximum, Power, Cabinet Space, IP Addresses, Internet Port
Technical Support	Daily Polaris application support (trouble-tickets, calls & email), Polaris Upgrades (version & builds)
Server Administration	<p>Data Center Network & Network Capacity; Data Center Firewall Management; Terminal Server IP Address Filters;</p> <p>Services Monitoring (SPU, Disk & RAM):</p> <ul style="list-style-type: none"> • Server CPU, Disk & RAM • Windows log checks • SQL jobs checks • Internet bandwidth usage • Firewall <p>Server Maintenance:</p> <ul style="list-style-type: none"> • Firmware updates • Driver updates • Windows updates • Anti-Virus updates • Warranty repairs <p>Daily Backups & Offsite Rotation</p>

Library will be responsible for the following:

- Reports & notices;
- Active Directory user & Polaris user management;
- System Administration functions;
- Local workstation & peripheral hardware maintenance including O/S software, software installation & updates and anti-virus,
- Network connectivity;
- Cost associated with optional Polaris ILS upgrade training;
- Cost of custom reports and SQL queries;
- Anything not explicitly defined herein as a Polaris responsibility

Polaris Services

Polaris will provide the following:

One-Time Services	Description
Training (A maximum of 10 trainees allowed per on-site session. Additional charges apply for additional trainees up to a maximum of 15)	<ul style="list-style-type: none"> • 4 days on-site training on Patron Services, Cataloging, PAC • 3 days on-site training on Serials & Acquisitions • 1 day web based system administration overview training (Dedicated) • 1 day follow-up web training (Dedicated) • 2 days on-site "Go Live" assistance • Simply Reports – scheduled as a monthly group webinar. Library may re-take this class as many times as desired at no cost
Implementation Services	<ul style="list-style-type: none"> • 2 day on-site implementation/consultation • installation, configuration and staging of virtual private cloud environment, dedicated hardware and 3rd party software licenses; • project management, profiling assistance, scheduling
PAC Branding	<ul style="list-style-type: none"> • enable pre-programmed theme selection • resize existing library logo (2 hour maximum – if additional time is required, that will be quoted separately at the rate of \$200/hour)
Data Extraction / Migration	Extraction/Migration of bibliographic, item, patron, and transaction records from Unicorn

Third Party Subscription Services

Enhanced Data Content for PAC – Syndetic Solutions

Polaris is a reseller for Syndetic Solutions, which offers enriched content for display in the PAC, including tables of contents, first chapters, full color cover images, reviews, etc. Pricing for Syndetic Solutions is an annual subscription, based on annual circulation statistics. Price increases may occur on an annual basis, at the time of subscription renewal. The Library's reported annual circulation is **2,300,000**. Based on this figure, the first-year annual subscription will be as follows (the Library may de-select elements as required to the minimum annual fee of \$550):

Component	Year 1 Subscription Fee
Table of Contents	\$1,104
Fiction Profile	\$874
Find Similar Titles (must also buy Fiction Profile)	\$874
Series Information	Not Selected - Optional
Awards	Not Selected - Optional
Summaries	\$1,104
Cover Images	\$1,334
First Chapters/Excerpts	Not Selected - Optional
Author Notes	Not Selected - Optional
PW Review (includes Criticas Review)	\$1,104
LJ Review	\$1,104
SLJ Review	Not Selected - Optional
Choice Review	Not Selected - Optional
Booklist Review	Not Selected - Optional
Horn Book Review	Not Selected - Optional
NY Times Book Review	Not Selected - Optional
Kirkus Review	Not Selected - Optional
Video & Music 1	\$1,334
Total: Year 1 Subscription Fee	\$8,832

Virtual Private Cloud Environment

Technical Service/Staff Access Workstations/Patron Access Workstations

Operating Systems

- Windows XP Professional (32-bit only) with current Service Pack
- *(Not supported after Q1 2014)*
- Windows Vista (32-bit or 64-bit) with current Service Pack (Business, Ultimate, or Enterprise Editions)
- *(Not supported after Q1 2014)*
- Windows 7 (32-bit or 64-bit) with current Service Pack (Professional, Ultimate or Enterprise Editions)
- Windows 8 (64-bit) with current Service Pack (Professional, Ultimate, or Enterprise Editions)

System Processor

- 1 GHz or better

System Memory

- Windows XP Professional (32-bit only): Recommended 1GB – Minimum Required: 512MB
- *(Not supported after Q1 2014)*
- Windows Vista (32-bit or 64-bit): Recommended: 2GB – Minimum Required: 1GB
- *(Not supported after Q1 2014)*
- Windows 7 (32-bit or 64-bit): Recommended: 2GB – Minimum Required: 1GB
- Windows 8 (64-bit): Recommended: 2GB – Minimum Required: 1GB

Hard Disk Requirements

- Minimum: 10GB

Video Requirements

- SVGA Graphics Controller /4 MB Video Memory or better

Other

- 100 Mbps NIC Card

Monitor

17" - as a standard Windows application, the Polaris ILS will run in whatever screen resolution the Windows PC is configured for. The optimal resolution is 1024 x 768.

Remote Desktop Services (Terminal Services)

Remote Desktop Services works by allowing individual applications to run on a server, rather than on the user's workstation. Remote Desktop Services simply sends screen images to the user's machine, and the user's machine in turn sends keystrokes and mouse movements back to the server. By doing this, Remote Desktop Services allows clients to run applications that they might otherwise not have the hardware or bandwidth to support. The Remote Desktop Protocol (RDP) has been designed and optimized to give users a good application experience over low-bandwidth connections. Because only keyboard, mouse and screen drawing information is sent over the network, a quality user experience can be attained under very low-bandwidth conditions. The client access device can either be a full rich Windows personal computer, or a thin client.

Requirements:

Remote Desktop Connection (RDC) client version 6.1 or higher (RDP protocol/version 7 or higher)

Reliable network connectivity with adequate bandwidth (estimated 20Kbps-30Kbps per concurrent RDC user) and low end-to-end network latency between the workstation and Windows Terminal Server

USERNAME Convention and PASSWORD Complexity

Access to Polaris Virtual Private Cloud requires a two-stage logon. A user must first logon to the Terminal Server and then must logon to the Polaris application. Usernames for Terminal Server and Polaris user accounts must consist of at least 8 characters. Polaris recommends that the usernames include a user-friendly prefix that makes the username unique to the system or branch. For example, a satisfactory username convention for Public Library System could be plsXXXXX (i.e. plscirc1, plscat07, etc.).

Passwords must be complex. At a minimum, passwords must consist of at least 8 characters including at least one upper or lower case letter and at least one number or special character, and cannot include the library name or username. Polaris strongly recommends that common words should not be used as the password root.

User Management

The LIBRARY will be responsible for performing Polaris user account management (add, change delete). Polaris is responsible for management of terminal server accounts.

Dedicated Virtual Private Cloud Service

The Polaris Dedicated Virtual Private Cloud Service provides a fully managed application including data center networking and firewall management, Polaris server administration, anti-virus and backup service. Only Polaris server administrators have direct login and administrative access to the backend servers, software and databases supporting the Polaris systems and application.

Virtual Private Cloud Server Maintenance

Polaris reserves the right to perform periodic maintenance on the Virtual Private Cloud servers and service platform. Scheduled weekly maintenance windows will occur every Monday and Thursday between 2:00AM ET and 4:00AM ET. Windows Updates and other service platform updates that may be applied sometimes require device reboots or restarts and therefore temporary service outages may be experienced during these windows. Scheduled maintenance windows for server, firewall and network replacement or repair will occur Thursday's between the hours of 4:00AM ET and 7:00AM ET.

Unscheduled emergency maintenance might need to be performed at any time. When emergency maintenance is required, Polaris will notify the Library and work with the Library to minimize any potential service interruptions.

Virtual Private Cloud Data Security

Polaris Virtual Private Cloud services are currently delivered from a secure SSAE-16 certified Time Warner Cable/Navisite data center located in Syracuse, NY. The data center is a Tier-2 facility (ANSI/TIA-942 Telecommunications Infrastructure Standard for Data Centers) with an excellent track record for reliability that provides backup power, and redundant HVAC and network services. Internet service to the Data Center is provided via redundant ISPs utilizing diverse fiber connections into the facility with dynamic re-routing of data if network links are interrupted. The Data Center environment includes:

- 7x24x365 on-site security personnel and video surveillance
- Biometric palm scanners at all facility entrances
- Card access control at all interior and exterior doors
- Offices/common areas isolated from the data center
- AC power installed to order with N+1 redundancy
- Backup UPS and generators with refueling capabilities for consistent power supply
- Full data-grade HVAC system with N+1 redundancy with 136 tons of cooling active
- Fire protection with early-warning VESDA fire detection system
- FM-200 and CO2 fire suppression system
- Regular system testing and servicing
- Customer IT infrastructure monitored by two redundant NOCs (Andover and India), staffed 7x24x365
- Regular facilities monitoring for all critical electrical components, environmental systems, and security

For Virtual Private Cloud service, Polaris owns and operates the servers utilized to store data and deliver service from the Data Center. Polaris employs network firewalls and anti-virus protection for the service platform. To protect data during network transmission, communications between the library's Polaris client workstations and the VPC Data Center are encrypted via native Remote Desktop encryption and SSL is used to encrypt the Patron Account section of the Polaris PowerPAC. Third-party hardware maintenance providers do not have access to the servers or backup devices without Polaris advance approval and supervision.

Data Extraction

Source: Unicorn

1.	Estimated number of Patron Records	253,808
2.	Estimated number of Item Records	446,675
3.	Estimated number of MARC Records	250,000
4.	Estimated number of Authority Records	200,000

Pricing for extraction services assumes the following conditions for access to the database:

Unicorn data extraction:

- External IP address of the database server must be provided;
- SQL port number must be provided;
- Root or administrator login/password must be provided;
- Unicorn login/password with security level 6 for Cat/Circ and any other modules that will be extracted;
- For Unix servers, telnet and FTP access must be provided;
- For Windows servers, RDP or PCAnywhere login/password must be provided;
- SQL system administrator login/password must be provided;
- Trusted firewall access must be provided from a single IP address to be provided by Polaris;
- Access to RDP or PC Anywhere on a PC located on the same LAN as the server must be provided, along with the following:
 - Java 1.4 or higher must be installed, or be allowed to be installed on the PC
 - FTP must be permitted in order to allow files to be transferred to/from the PC to/from a location outside the LAN
- Use of VPN is acceptable;
- Database name must be provided
- Specification of type of database must be provided;
- Available access during all times and days specified by Polaris;

Deviations from any or all of these access conditions will result in additional fees being assessed, to be determined on a case-by-case basis.