

CITY OF FAIRFIELD

P.O. NUMBER: SC 10119

SHIP TO: Automotive Maint Shop
420 Gregory Street
Fairfield CA 94533

VENDOR NO: 20336

SCHEDULED
DELIVERY DATE:

P.O. TYPE: OPEN
CONFIRMING

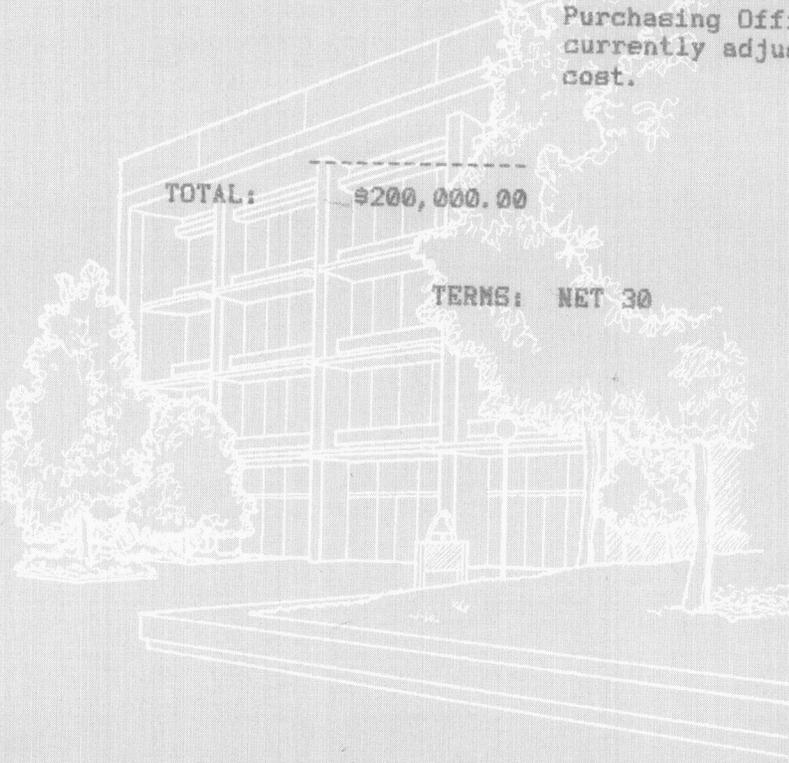
VENDOR: MAXIMUS INC
4275 EXECUTIVE SQUARE STE 330
LA JOLLA CA 92037-9183

PURCHASE ORDER

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT	DESCRIPTION OF ITEM AND/OR SERVICES ORDERED
1	200,000	EA	1.00	200,000.00	The purchase of goods and services is limited to the currently adjusted maximum cost. Please contact the Purchasing Officer for the currently adjusted maximum cost.

TOTAL: \$200,000.00

TERMS: NET 30



AUTHORIZED
SIGNATURE

Wanda B...
PURCHASING

05/09/23
DATE

COPIES: WHITE VENDOR
YELLOW PURCHASING
GOLDEN INVENTORY
GREEN ENCUMBRANCE
PINK RECEIVING
BLUE DEPARTMENT

INVOICE IN TRIPLICATE TO:
CITY OF FAIRFIELD
ACCOUNTS PAYABLE
1000 WEBSTER STREET
FAIRFIELD, CA 94533-4883

5210119 20336

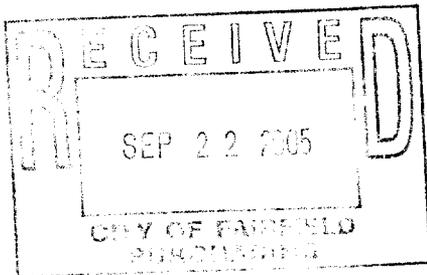
PUBLIC WORKS DEPARTMENT INTEROFFICE MEMORANDUM

September 15, 2005

To: Charles J. Beck, Director of Public Works
From: Mike Nigliazzo, ^(M) Vehicle Maintenance Manager
Re : Establish "Services Agreement" Purchase Order Accounts for
Maximus with Certificates of Liability and Endorsements on file
After-the-fact

Occasionally we will need Maximus, the software provider for the automotive maintenance/fleet tracking program for general consulting, training & additional program/upgrade implementation services. In December of 2004, we did submit to Finance the Service Agreement and did received P.O. #17567, however no open contract followed. At the time, we did not realize that the attached memorandum required your signature, prior to issuance of the open service contract.

We are currently in need of Maximus' services and would like to establish an open contract for future services as needed. Attached is a "copy" of the contract document that was obtained in 2004 along with an updated Certificate of Insurance. In the future, we will endeavor to obtain multiple originals signed documents before submission to you. Please review and initial the one-page contract and then forward to Finance for signature.



INTERNAL
REGISTERING

SEP 23 2005

BY _____

PUBLIC WORKS DEPARTMENT INTEROFFICE MEMORANDUM

September 15, 2005

To: Charles J. Beck, Director of Public Works

From: Tom Borman, Public Works Superintendent 

Re : Establish "Services Agreement" Purchase Order Accounts for Maximus with Certificates of Liability and Endorsements on file.

Action: Please review and initial attached one-page contract, then forward to Wade Brown for signing.

Risk Management has implemented a requirement for all contractors doing business with the City to provide "certificates of liability" as evidence of adequate business insurance. The City also requires all contractors to list City employees and property as "additional insured". If an incident should occur, then the Contractor's insurance would be utilized first for coverage and compensation.

The City's purchasing officer has created a new series of open purchase order "Services Agreement" accounts such that a streamlined binding contract, certificates of liability and endorsements are on file for each vendor. The limit for purchasing goods and services could be set at the maximum "not to exceed current unit cost," which is at this time \$19,609.00. These purchases of goods and services could be approved without City Council action, just as open purchase orders could before.

The attached one-page contract will establish "Service Agreement" accounts with Maximus. Maximus will provide the following services when needed: general consulting, training, and software program upgrades.

CITY OF FAIRFIELD SERVICES AGREEMENT

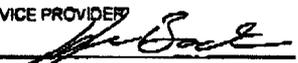
THIS AGREEMENT is made at Fairfield, California, as of the August 19, 2004, by and between the City of Fairfield ("the CITY") and MAXIMUS ("SERVICE PROVIDER").

1. **SCOPE OF SERVICE**
SERVICE PROVIDER agrees to perform the following work: .See Exhibit A - MAXIMUS Statement of Work (2 Pages)
2. **PAYMENTS.**
 - a. The total contract price for services rendered by SERVICE PROVIDER under this Agreement shall be as specified below.
 - b. Payment shall be made to SERVICE PROVIDER on a time and materials basis, and SERVICE PROVIDER shall submit monthly invoices to the CITY for the same.
 - c. Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the CITY and SERVICE PROVIDER, and shall be billed on a time and materials basis to the CITY.
3. **INSURANCE**
 - a. **WORKERS' COMPENSATION.** During the term of this Agreement, SERVICE PROVIDER shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability SERVICE PROVIDER may have for workers' compensation. Said policy shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease.
 - b. **GENERAL LIABILITY INSURANCE.** SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of \$ 1,000,000 per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
 - c. **AUTOMOBILE LIABILITY INSURANCE.** SERVICE PROVIDER shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of \$ 1,000,000 per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
 - d. **CERTIFICATES OF INSURANCE.** SERVICE PROVIDER shall file with CITY'S Director of Risk Management upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the Director of Risk Management prior to the effective date of such cancellation, or change in coverage.
 - e. SERVICE PROVIDER shall file with the Director of Risk Management concurrent with the execution of this agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.
4. **INDEMNIFY AND HOLD HARMLESS.** SERVICE PROVIDER shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the SERVICE PROVIDER or any person directly or indirectly employed by or acting as agent for SERVICE PROVIDER in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

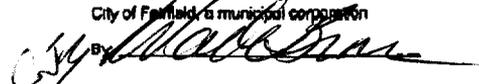
It is understood that the duty of SERVICE PROVIDER to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve SERVICE PROVIDER from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
5. **LABOR AND WAGE CODE GUIDELINES**
 - a. Attention is directed to Section 1777.3 of the Labor Code as it applies to apprenticeship standards.
 - b. SERVICE PROVIDER, as defined for this agreement, shall pay prevailing wages to the extent required by California Labor Code Section 1771. The general prevailing wage rates for each craft, classification, or type of workmen shall be as determined by the Director of Industrial Relations (available online at http://www.dir.ca.gov/DLSR/statistics_research.htm) select the appropriate wage decision and then collect the wage decision for Statewide, Northern California and Solano County). A copy of these wage rate determinations are kept on file and are available for review at the Office of the City Engineer located at 1000 Webster Street.
 - c. In accordance with the provision of Section 1880 of the California Labor Code, attention is directed to the requirement that in accordance with the provisions of Section 3700 of the California Labor Code, every contractor will be required to secure the payment of compensation of his or her employees.
6. **BUSINESS LICENSE.** The CONSULTANT shall obtain a business license for work within the City of Fairfield pursuant to Chapter 10B of the Fairfield City Code, with respect to the gross receipts received pursuant to this Agreement. No payments shall be made to any SERVICE PROVIDER until such business license has been obtained, and all fees paid therefore, by the CONSULTANT. Business license applications and information may be obtained from the Finance Department, Fairfield City Hall, 1000 Webster Street, Fairfield, CA 94533-4883, (707)426-7509).
7. **CANCELLATION.** This agreement may be canceled at any time by CITY for its convenience upon written notice to SERVICE PROVIDER; provided, however, that the SERVICE PROVIDER shall be entitled to receive full payment for all services performed and all costs incurred to the date of its receipt of written notice to cease work.
8. **COMPLETE AGREEMENT/AMENDMENT.** This Agreement constitutes the complete agreement between the parties as to the subject matter hereof and may not be amended or changed except by a written agreement signed by both parties.

SERVICE PROVIDER

By: 

City of Fairfield, a municipal corporation

By: 

Statement of Work

Acceptance

The terms and conditions of this Statement of Work shall apply to the services described herein if this document is signed and returned on or before May 28, 2004.

This table below summarizes the general consulting, training, and implementation services that MAXIMUS will provide to the customer. This estimate is based on previous experience with similar engagements. MAXIMUS will deliver the services summarized below:

Task	Estimated Hours	Hourly Rate	Estimated Cost
Training Services	40	\$ 225.00	\$ 9,000
Estimated Travel Expenses			\$ 450
Total Cost Estimate	40		\$ 9,450

5/17/04
8936

All services will be delivered on a time and materials basis. MAXIMUS will invoice monthly, in arrears, for the actual hours worked, which may be greater or less than the hours estimated. Full payment is due net thirty days upon receipt of invoice. The above consulting rates are in US dollars.

In the event the customer schedules on-site services and, due to circumstances within its control, MAXIMUS' scheduled personnel are unable to perform such services, MAXIMUS will be entitled to payment for each such scheduled personnel on the basis of an eight-hour day. MAXIMUS provides on-site services on the basis of an eight-hour minimum per day per person.

The customer is responsible for reasonable travel and living expenses and will be billed separately for those expenses.

The undersigned hereby agree to the terms and scope of this Statement of Work.

Please accept the following credit card number as purchase authorization for these items:

Card No: _____ Card Type: _____
Expiration: _____

Authorized Signature

Printed Name

Accepted by MAXIMUS, Inc.

Accepted by

By: [Signature]
Name: Kevin B. [unclear]
Title: VP
Date: 12-20-04

By: [Signature]
Name: Camille F. [unclear]
Title: Vendor Management Mgr
Date: 5/11/04

PO 17105

Return to: MAXIMUS
4275 Executive Square, Suite 330
La Jolla, CA 92037

858-452-0458 (office)
858-452-0476 (fax)



4275 Executive Square, Suite 330
La Jolla CA 92037
Tax ID: 54-1000588

Price Quote

All prices are valid through: 9/30/04

August 18, 2004

To: Paulette Rios
City of Fairfield

Phone: 707-426-7413
Email: prios@ci.fairfield.ca.us

From: Christina Rosburg
707-758-6444
christinerosburg@maximus.com

RE: Extension of Statement of Work for additional training

PROFESSIONAL SERVICES^{1,2}

FleetFocusFA Training, Addendum to Statement of Work dated 5-10-04	40	\$225	\$9,000	\$9,000.00
GRAND TOTAL, excluding any relevant sales and use taxes				\$9,000.00

¹ This quote is an estimate; actual hours worked may be more or less than level of effort quoted. MAXIMUS will invoice for actual time spent working on client's behalf.

² Travel: All air and ground travel, lodging, and meal expenses will be reimbursed as incurred

The above services are an extension to the Statement of Work dated May 10, 2004 and subject to the terms and conditions therein.

Accepted by: CITY OF FAIRFIELD

By: _____
Name: _____
Title: _____
Date: _____

INSURANCE/ENDORSEMENT CHECKLIST

Contractor: Maximus Dept. Vehicle Maintenance
 Date of Contract: _____ Authorized by Res. No. _____ Contract Expiration Date: _____
 Person Reviewing Insurance Requirements: Paulette Rios
 Department: Public Works/Corp Yard Project: SO FTW TREE

Check Box If Req.	Type of Insurance	Insurance Company	Policy Number	* Exp. Date	Amount of Insurance	Endorsement (Check One)	
						City	Other
	General Liability	Federal Insurance Co	3537-42-97 <i>A+XV</i>	05/01/06	2,000,000		✓
	Auto Liability	Federal Insurance Co	7497892 "	05/01/06	1,000,000		<i>waived</i>
	Professional Liability	American International Specialty Lines	4914809 <i>A+XV</i>	05/01/06	1,000,000		<i>N/A</i>
	Excess Liability	Federal Insurance Co	7977-05-65 <i>A+XV</i>	05/01/06	5,000,000		<i>N/A</i>
	Workers' Comp	Hartford Insurance	10WNMF5810 (AOS) <i>A+XV</i>	05/01/06	1,000,000		<i>N/A</i>

Insurance Requirements Waived: yes no

Endorsement Requirements Waived: yes no

Paulette Rios

 Authorized Signature (Risk Management)

9/13/05

 Authorized Signature (Risk Management)

FOR FINANCE DEPARTMENT PURPOSES:

The above insurance/endorsement requirements have been reviewed and approved by: _____
Authorized Signature

* NOTE: The above insurance requirements expire during the term of the contract. yes no

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/02/05

PRODUCER
MARSH USA INC.
SUITE 400
1255 23RD STREET, N.W.
WASHINGTON, DC 20037
SHARON HENNING - T-202-263-7600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MAXIMUS, INC. AND ALL SUBSIDIARIES
11419 SUNSET HILLS ROAD
RESTON, VA 20190

COMPANIES AFFORDING COVERAGE

COMPANY A	FEDERAL INSURANCE CO
COMPANY B	TWIN CITY FIRE INSURANCE COMPANY
COMPANY C	AMERICAN INTERNATIONAL SPECIALTY LINES
COMPANY D	HARTFORD INSURANCE CO. OF THE MIDWEST

COVERAGES

This certificate supersedes and replaces any previously issued certificate.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	3537-42-97	05/01/05	05/01/06	GENERAL AGGREGATE \$ 2,000,000		
					PRODUCTS-COMP/OP AGG \$ 2,000,000		
					PERSONAL & ADV INJURY \$ 1,000,000		
					EACH OCCURRENCE \$ 1,000,000		
					FIRE DAMAGE (Any one fire) \$ 1,000,000		
					MED EXP (Any one person) \$ 10,000		
A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	74978992 (AOS)	05/01/05	05/01/06	COMBINED SINGLE LIMIT \$ 1,000,000		
					74978994 (VA)	05/01/05	05/01/06
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY- EA ACCIDENT \$		
					OTHER THAN AUTO ONLY: \$		
					EACH ACCIDENT \$		
					AGGREGATE \$		
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	7977-05-65	05/01/05	05/01/06	EACH OCCURRENCE \$ 5,000,000		
					AGGREGATE \$ 5,000,000		
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	10WBRMF5811 (WI)	05/01/05	05/01/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$		
		10WNMF5810 (AOS)	05/01/05	05/01/06	EACH ACCIDENT \$ 1,000,000		
					DISEASE-POLICY LIMIT \$ 1,000,000		
					DISEASE-EACH EMPLOYEE \$ 1,000,000		
C A	OTHER <input type="checkbox"/> PROFESSIONAL LIAB <input type="checkbox"/> COMMERCIAL CRIME	4914809	05/01/05	05/01/06	1,000,000		
		8158-62-60	05/01/05	05/01/06	1,000,000		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
THE CITY OF FAIRFIELD IS INCLUDED AS AN ADDITIONAL INSURED UNDER THE GENERAL LIABILITY COVERAGE AS REQUIRED BY CONTRACT WITH THE NAMED INSURED.

CERTIFICATE HOLDER CLE-001277888-04

CITY OF FAIRFIELD
420 GREGORY STREET
FAIRFIELD, CA 94533

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURANCE COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

~~XXXXXXXXXXXXXXXXXXXX~~ MARSH USA INC

Timothy M. Sasser



INSURED: MAXIMUS, INC. AND ALL SUBSIDIARIES

POLICY NUMBER: 3537-42-97

COMMERCIAL GENERAL LIABILITY 80-02-9310 (4-94)
(EQUIVALENT TO CGL FORM #CG 20 10 03 97)

EFFECTIVE/EXPIRATION DATES: 5/01/05 – 5/01/06

NAME OF COMPANY: FEDERAL INSURANCE COMPANY

BLANKET ADDITIONAL INSURED

Additional insured shall include any entity shown on the Certificate of Insurance or to whom the Named Insured is obligated by written contract or agreement to provide insurance, but only to the extent required in the contract or agreement.

All other terms and conditions remain the same.

April 28, 2005

To Whom It May Concern

Federal Insurance Company (Chubb) has issued a Commercial Package Policy #3537-42-97 on behalf of MAXIMUS, Inc., effective May 1, 2005 to May 1, 2006. Federal Insurance Company Commercial Package policy language is issued in compliance with ISO standards. The following is the specific policy language associated to the MAXIMUS policy in regards to "Primary Insurance" and Separation of Insureds".

PRIMARY INSURANCE

- "This insurance is primary, except when the Excess Insurance provision described below applies.
- If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will bare with all that other insurance by the method described in the method of sharing provision."

SEPARATION OF INSUREDS

- "Except with respects to the Limits of Insurance and any rights or duties specifically assigned in this insurance to the first named insured, this insurance applies:
- as if each named insured were the only named insured; and
 - separately to each insured against whom claim is made or suit is brought."

If you have any questions in regards to the above policy language, please do not hesitate to contact MAXIMUS's insurance broker Marsh, Inc., at (202) 263-7600.

Sincerely,



Erica Marn
Underwriter, Technology



CITY OF FAIRFIELD

Erni Fringle
420 Gregory Street
Fairfield, CA 94533
Ph: (707) 428-7413
Fac: (707) 429-6250

Fax Transmittal Department of Public Works

9/23/05
Attn: Linda H -
EDD Form for
MAXIMUS
Paulette

Date: 09/22/05

To: Company: MAXIMUS
Attention: Kimberly Hamiter
Fax Number: (858) 452-0478

From: Paulette Rios

Subject: EDD Reporting Form

Total pages (including cover page): 2

Kimberely,

Our Finance Department has requested completion of the attached form with the "La Jolla, CA" Remit To address before a Purchase Order can be issued.

Thank you for your cooperation.

Here you go - note that our remit to address is NOT in La Jolla. Payments go to:

MAXIMUS, Inc.
998 Old Eagle School Rd.
Suite 125
Wayne, PA 19087

Thanks!
Kimberly

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____ Date of Contract: _____
 Authorized by Res. No.: _____ Contract Expiration Date: _____
 Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	MAXIMUS, Inc.
ADDRESS	4275 Executive Square Suite 330
CITY, STATE, ZIP	La Jolla CA 92037

AND

BOX 2

✓ BOX	TYPE OF BUSINESS		SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
1	SOLE PROPRIETORSHIP	SSN only	Name in box #1 must match SSN
	PARTNERSHIP	TIN	
	LIMITED LIABILITY PARTNERSHIP	TIN	
	CORPORATION	TIN	54-1000588
	LIMITED LIABILITY CORPORATION	TIN	
	NON-PROFIT CORPORATION	TIN	
	OTHER FORM OF ORGANIZATION	TIN	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

Y:\contract\600700_2\all options.doc