

Company Name:
Reed Elsevier, Inc.

Contract Number:
GS-02F-0048M (GS02F0048M)

Order Number:
HSCENV-09-F-00027 (HSCENV09F00027)

Requisition/Reference Number:
192109DIV1CEU0004

Period of Performance:
7/2/2009 through 7/1/2010

Services Provided:
Promonitor alert services: Daily update on batch of up to 15,000 subjects with Option 2 Enhanced A: Credit Bureau, Check Cashing, and Utility Data Sets.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 8

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 06/24/2009	2. CONTRACT NO. (if any) GS-02F-0048M	6. SHIP TO:	
3. ORDER NO HSCENV-09-F-00027		a. NAME OF CONSIGNEE ICE Ofc of Investigations HQ Div. 1	
4. REQUISITION/REFERENCE NO. 192109DIV1CEU0004		b. STREET ADDRESS Immigration and Customs Enforcement 500 12th Street SW 10th Floor	

5. ISSUING OFFICE (Address correspondence to) ICE/Mission Support/OAQ Dallas Immigration and Customs Enforcement Office of Acquisition Management 7701 N. Stemmons Freeway, Suite 300 Attn: Douglas Gerard, 214-905-(b)(6) Dallas TX 75247		c. CITY Washington	d. STATE DC	e. ZIP CODE 20024
--	--	-----------------------	----------------	----------------------

7. TO: MARC H BOULWARE	f. SHIP VIA
a. NAME OF CONTRACTOR REED ELSEVIER INC	

b. COMPANY NAME	8. TYPE OF ORDER	
c. STREET ADDRESS 1150 18TH ST NW STE 600 ATTENTION MARC H BOULWARE	<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: May 20, 2009	<input checked="" type="checkbox"/> b. DELIVERY
d. CITY WASHINGTON	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
e. STATE DC	f. ZIP CODE 200363843	

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE ICE Ofc of Investigations HQ Div. 1
--	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> h. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 07/02/2009	16. DISCOUNT TERMS Net 30
a. INSPECTION Destination	b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 877672683 Obligation POC: Etheline Davis, 202-732-(b)(6) This task order issued against GSA contract GS-02F-0048M is subject to the terms and conditions of that contract. Additional Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			
a. NAME DHS, ICE			\$480,300.00
b. STREET ADDRESS (or P O Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-OI-HQ-DIV 1			17(i) GRAND TOTAL
c. CITY Williston	d. STATE VT	e. ZIP CODE 05495-1620	

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Douglas W. Gerard TITLE: CONTRACTING/ORDERING OFFICER
---	--

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
06/24/2009

CONTRACT NO.
GS-02F-0048M

ORDER NO.

HSCENV-09-F-00027

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>ICE specific terms and conditions are listed below. Period of Performance: 07/02/2009 to 07/01/2010</p> <p>PROMONITOR ALERT SERVICES: DAILY UPDATE ON BATCH OF UP TO 15,000 SUBJECTS WITH OPTION 2 ENHANCED A: CREDIT BUREAU, CHECK CASHING, AND UTILITY DATA SETS</p> <p>Base Period (07/02/2009 - 07/01/2010)</p> <p>Subject volume: 15,000 Price per subject: (b)(4) Monthly minimum: (b)(4)</p> <p>Accounting Info: (b)(2)High</p> <p>Funded: \$370,050.00</p>	1	EA	370,050.00	370,050.00	
0002	<p>Add the unique data set of jail booking data as well as the unique and enhanced phone data into the monitoring and alert technology of ProMonitor, engineering resources will be required on the part of LexisNexis. This Solution Services Engagement is specific to the data sets being integrated into the technology of ProMonitor. The engineers that built and maintain the ProMonitor technology need to establish all of the specific data fields with in the 2 unique data sets to be recognized by the technology that automatically monitors and sends alerts on the entities provided by DHS-ICE OI Compliance Enforcement. This is a requirement specific to the needs of the current solution and evolving it to include the desired unique and data sets.</p> <p>Accounting Info: (b)(2)High</p> <p>Continued ...</p>	1	EA	110,250.00	110,250.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$480,300.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

06/24/2009

GS-02F-00488

HSCENV-09-F-00027

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b)(2)High</p> <p>Funded: \$110,250.00 FOR COMMUNICATION OF THIS ORDER:</p> <p>Direct inquiries to Douglas W. Gerard at the issuing office at (214) 905 (b)(6) or you can also send an E-Mail to: (b)(6) for other than payment inquiries. Direct payment inquires to the Dallas Finance Center at 214-915-6277 referencing this purchase order number and the invoice number as submitted.</p> <p>The contractor is requested to acknowledge acceptance of this PURCHASE order by signing in the space below and returning a copy of this page with signature to the contracting officer via facsimile, # 214-905- (b)(6) upon receipt. Please contact the contracting officer if there are any questions or concerns.</p> <p><i>James W. Gerard</i> Signature Title 7/1/2009 Date</p> <p>The contractor shall not accept any instruction that would result in any change to the supplies/ services herein by any entity other than the issuing office's contracting officer.</p> <p>Invoices shall be submitted via one of the following three methods:</p> <p>By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-OI-HQ-Div 1</p> <p>Continued ...</p>					

FEDERAL CONTRACTS

\$0.00

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(b))

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/24/2009	CONTRACT NO. GS-02F-0048M	ORDER NO. HSCENV-09-F-00027
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(b)(2)High</p> <p>Funded: \$110,250.00 FOR COMMUNICATION OF THIS ORDER:</p> <p>Direct inquiries to Douglas W. Gerard at the issuing office at (214) 905 (b)(6) or you can also send an E-Mail to: (b)(6) for other than payment inquiries. Direct payment inquires to the Dallas Finance Center at 214-915-6277 referencing this purchase order number and the invoice number as submitted.</p> <p>The contractor is requested to acknowledge acceptance of this PURCHASE order by signing in the space below and returning a copy of this page with signature to the contracting officer via facsimile, # 214-905-(b)(6) upon receipt. Please contact the contracting officer if there are any questions or concerns.</p> <hr/> <p>Signature _____ Title _____</p> <hr/> <p>Date _____</p> <p>The contractor shall not accept any instruction that would result in any change to the supplies/ services herein by any entity other than the issuing office's contracting officer.</p> <p>Invoices shall be submitted via one of the following three methods:</p> <p style="padding-left: 40px;">By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-OI-HQ-Div 1</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/24/2009	CONTRACT NO. GS-02F-0048M	ORDER NO. HSCENV-09-F-00027
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY--ACCEPTED (g)
	<p>Ref. # HSCENV-09-F-00027</p> <p>By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p>802-288-7658</p> <p>By e-mail:</p> <p>Invoice.Consolidation@dhs.gov</p> <p>Invoices submitted by other than these three methods will be returned. The contractor's Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (http://www.ccr.gov) prior to award and shall be notated on every invoice</p> <p>CLAUSES INCORPORATED BY REFERENCE (1998) FAR 52.252-2</p> <p>This contract incorporates one or more clauses by reference with the same force and effect as if they were given in their full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address; http://www.arnet.gov/far.</p> <p>52.212-4 Contract Terms and Conditions-Commercial Item (Feb 07) 52.232-1 Payments (Apr 84) 52.232-8 Discounts for Prompt Payment (Feb 02) 52.232-25 Prompt Payment (Oct 03) 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 03)</p> <p>52.217-8 Option to Extend Services. (Nov 1999)</p> <p>The Government may require continued performance of any services within the Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

5

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
06/24/2009

CONTRACT NO.
GS-02F-0048M

ORDER NO.
HSCENV-09-F-00027

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days of the contract completion date. (End of clause)</p> <p>3052.209-70 Prohibition on contracts with corporate expatriates. As prescribed at (HSAR) 48 CFR 3009.104-75, insert the following clause: PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006) (a) Prohibitions. Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security. (b) Definitions. As used in this clause: Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears. Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, is a foreign incorporated entity. Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

6

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/24/2009	CONTRACT NO. GS-02F-0048M	ORDER NO. HSCENV-09-F-00027
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.</p> <p>Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions) <input type="checkbox"/></p> <p>(1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;</p> <p>(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held <input type="checkbox"/></p> <p>(i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or</p> <p>(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and</p> <p>(3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.</p> <p>Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.</p> <p>(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

7

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 06/24/2009	CONTRACT NO. GS-02F-0048M	ORDER NO. HSCENV-09-F-00027
-----------------------------	------------------------------	--------------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(1) Certain Stock Disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:</p> <p>(i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or</p> <p>(ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b) (1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b) (1).</p> <p>(2) Plan Deemed In Certain Cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b) (2) are met, such actions shall be treated as pursuant to a plan.</p> <p>(3) Certain Transfers Disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.</p> <p>(d) Special Rule for Related Partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.</p> <p>(e) Treatment of Certain Rights.</p> <p>(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:</p> <p>(i) warrants;</p> <p>(ii) options;</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

8

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
06/24/2009

CONTRACT NO.
GS-02F-0048M

ORDER NO.
HSCENV-09-F-00027

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>(iii) contracts to acquire stock; (iv) convertible debt instruments; and (v) others similar interests. (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835. (f) Disclosure. The offeror under this solicitation represents that [Check one]: <input type="checkbox"/> it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73; <input type="checkbox"/> it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or <input type="checkbox"/> it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74. (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal. (End of clause)</p> <p>The total amount of award: \$480,300.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00