Company Name:
LexisNexis Special Services, Inc.

Contract Number:
HSCEEH-09-C-00009 (HSCEEH09C00009)

Solicitation Number:
HSCEEH-09-Q-00049 (HSCEEH09Q00049)

Period of Performance:
7/15/2009 through 7/14/2010

Services Provided:
This contract is to provide for State Child Repository checks. This services is to include, but not limited to Criminal Records search of databases in at least forty (40) states, plus a search of the National Sex Offense Registry.
**ORDER FOR SUPPLIES OR SERVICES**

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

1. **DATE OF ORDER**
   06/24/2009

2. **CONTRACT NO**.
   GS-02F-0048M

3. **ORDER NO**.
   HSCENV-09-F-00027

4. **REQUISITION REFERENCE NO.**
   192109DIV1CEU0004

5. **ISSUING OFFICE** (Address correspondence to)
   ICE/Mission Support/CAG Dallas
   Immigration and Customs Enforcement
   Office of Acquisition Management
   7701 N. Stemmons Freeway, Suite 300
   Attn: Douglas Gerard, 214-905-0188
   Dallas TX 75247

6. **SHIP TO**
   ICE Ofc of Investigations HQ Div. 1
   Street Address
   Immigration and Customs Enforcement
   500 12th Street SW
   10th Floor
   City
   Washington
   State
   DC
   Zip Code
   20024

7. **TO**
   MARC H BOULWARE

   a. **NAME OF CONTRACTOR**
   REED ELSEVIER INC

   b. **COMPANY NAME**
   REED ELSEVIER INC

   c. **STREET ADDRESS**
   1150 18TH ST NW STE 600
   ATTENTION MARC H BOULWARE

8. **TYPE OF ORDER**
   a. **PURCHASE**
   b. **DELIVERY**

   Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side of this order and the attached sheet, if any, including delivery as indicated.

9. **ACCOUNTING AND APPROPRIATION DATA**
   See Schedule

10. **REQUISITIONING OFFICE**
    ICE Ofc of Investigations HQ Div. 1

11. **BUSINESS CLASSIFICATION** (Check appropriate box(es))
    a. SMALL
    b. OTHER THAN SMALL
    c. DISADVANTAGED
    d. WOMEN-OWNED
    e. HUBZone
    f. EMERGING SMALL BUSINESS

12. **F.O.B. POINT**
    Destination

13. **PLACE OF**

14. **GOVERNMENT BL NO.**

15. **DELIVER TO F.O.B. POINT ON OR BEFORE (Date)**
    07/02/2009

16. **DISCOUNT TERMS**
    Net 30

17. **SCHEDULE** (See reverse for Rejections)

18. **SHIPPING POINT**

19. **GROSS SHIPPING WEIGHT**

20. **INVOICE NO.**

21. **MAIL INVOICE TO**
    a. **NAME**
    DHS, ICE
    b. **STREET ADDRESS**
    Burlington Finance Center
    P.O. Box 1620
    Attn: ICE-OI-HQ-DIV 1
    c. **CITY**
    Williston
    d. **STATE**
    VT
    e. **ZIP CODE**
    05495-1620

22. **UNITED STATES OF AMERICA**
    By (Signature)
    [Signature]

23. **NAME (Typed)**
    Douglas W. Gerard
    TITLE: CONTRACTING ORDERING OFFICER

---

**DISCLAIMER**

The content of this document is for informational purposes only and may not reflect the current status or availability of the products or services described. For the most up-to-date information, please refer to the official source or contact the relevant authority.
ICE specific terms and conditions are listed below.
Period of Performance: 07/02/2009 to 07/01/2010

0001 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

Base Period (07/02/2009 - 07/01/2010)
Subject volume: 15,000
Price per subject: $370,050.00
Monthly minimum: $370,050.00

Accounting Info:
Funded: $370,050.00

0002 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.

Accounting Info:
Continued ...
**ORDER FOR SUPPLIES OR SERVICES**

**SCHEDULE - CONTINUATION**

**DATE OF ORDER:** 06/24/2009  
**CONTRACT NO.:** GS-02F-0048W  
**ORDER NO.:** HSCEHV-09-F-00027

<table>
<thead>
<tr>
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(b)(2)(High)

Funded: $110,250.00

FOR COMMUNICATION OF THIS ORDER:

Direct inquiries to Douglas W. Gerard at the issuing office at (214) 905-300 or you can also send an E-Mail to:

(b)(6) for other than payment inquiries. Direct payment inquiries to the Dallas Finance Center at 214-915-6277 referencing this purchase order number and the invoice number as submitted.

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-... upon receipt. Please contact the contracting officer if there are any questions or concerns.

**Signature**

Title

Date

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.

Invoices shall be submitted via one of the following three methods:

By mail:

DHS, ICE
Burlington Finance Center
P.O. Box 1620
Williston, VT 05495-1620
Attn: ICE-OI-HQ-Div 1

Continued ...

**TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 179b)**

$0.00
**ORDER FOR SUPPLIES OR SERVICES**

**SCHEDULE - CONTINUATION**

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

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<td>(c)</td>
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<td>(e)</td>
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<td>(g)</td>
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Funded: $110,250.00

FOR COMMUNICATION OF THIS ORDER:

Direct inquiries to Douglas W. Gerard at the issuing office at (214) 905 or you can also send an E-Mail to: 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.

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 upon receipt. Please contact the contracting officer if there are any questions or concerns.

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<th>Signature</th>
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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.

Invoices shall be submitted via one of the following three methods:

- **By mail:**

  DHS, ICE
  Burlington Finance Center
  P.O. Box 1620
  Williston, VT 05495-1620
  Attn: ICE-OI-HQ-Div 1

Continued...

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

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**ORDER NO. HSCENV-09-F-00027**

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

**SUPPLIES/SERVICES**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QUANTITY ORDERED (c)</th>
<th>UNIT PRICE (d)</th>
<th>AMOUNT (f)</th>
<th>QUANTITY ACCEPTED (g)</th>
</tr>
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<tbody>
<tr>
<td>(a)</td>
<td>(b)</td>
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<tr>
<td>Ref. # HSCENV-09-F-00027</td>
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</tbody>
</table>

By facsimile (fax): (include a cover sheet with point of contact & # of pages)

802-288-7658

By e-mail:

Invoice.Consolidation@dhs.gov

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.

**CLAUSES INCORPORATED BY REFERENCE (1998)**

FAR 52.252-2

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.

- 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)
- 52.217-8 Option to Extend Services. (Nov 1999)

The Government may require continued performance of any services within the Continued ...

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

$0.00
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)

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 Continued ...
Act, 6 U.S.C. 395, would be treated as a foreign corporation for purposes of the Internal Revenue Code of 1986. 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),

(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;

(2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held;

(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

(ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding stock in the domestic corporation; or

(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.

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. (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.

Continued...
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<tbody>
<tr>
<td>(1)</td>
<td>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: (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or (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).</td>
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<td>(2)</td>
<td>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.</td>
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<td>(3)</td>
<td>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.</td>
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<td>(d)</td>
<td>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.</td>
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<tr>
<td>(e)</td>
<td>Treatment of Certain Rights. (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: (i) warrants; (ii) options; Continued ...</td>
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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

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(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):
__ 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;
__ 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
__ 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)

The total amount of award: $480,300.00. The
obligation for this award is shown in box
17(i).

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(iii)) $0.00

OPTIONAL FORM 345 (Rev 4/2007)
Prescribed by GSA FAR (48 CFR) 13.211-1

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