

Company Name:
Reed Elsevier, Inc.

Contract Number:
LC-09-D-7027 (LC09D7027)

Order Number:
HSCENV-09-F-00004 (HSCENV09F00004)

Date of Performance:
Base Year: 10/1/2008 through 9/30/2009
Option Year 1: 10/1/2009 through 9/30/2010
Option Year 2: 10/1/2010 through 9/30/2011
Option Year 3: 10/1/2011 through 9/30/2012
Option Year 4: 10/1/2012 through 9/30/2013

Latest Modification Processed:
P00001

Services Provided:
Includes access to Accurint with phones data package, Lexis.com, Newnexus.com, and Law Enforcement Solutions Package.

ORDER SUPPLIES OR SERVICES

PAGE OF PAGES
1 10

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

1. DATE OF ORDER 09/29/2008	2. CONTRACT NO. (If any) LC-09-D-7027	6. SHIP TO: a. NAME OF CONSIGNEE ASSET FORFEITURE UNIT
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3. ORDER NO. HSCENV-09-F-00004	4. REQUISITION/REFERENCE NO. ASFSMRQ0003
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5. ISSUING OFFICE (Address correspondence to) ICE/Mission Support/OAQ Dallas Immigration and Customs Enforcement Office of Acquisition Management 7761 N. Stemmons Freeway, Suite 300 Attn: Douglas Gerard, 214-905-5319 Dallas TX 75247		b. STREET ADDRESS 425 I STREET, NW, ROOM 3040 Attn: M. Scott Tutko	
		c. CITY WASHINGTON, D. C.	e. ZIP CODE 20536

7. TO: CHARLES WILKINSON ESQ MBA	f. SHIP VIA
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a. NAME OF CONTRACTOR REED ELSEVIER INC	8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
b. COMPANY NAME	REFERENCE YOUR: 1266DB/114P2H	
c. STREET ADDRESS 1150 18TH ST NW STE 600 ATTENTION JAMES RUTHERFORD	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.	
d. CITY WASHINGTON	e. STATE DC	f. ZIP CODE 200363843

9. ACCOUNTING AND APPROPRIATION DATA See Schedule	10. REQUISITIONING OFFICE ICE Ofc of Investigations HQ Div. 4
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11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS	12. F.O.B. POINT Destination
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13. PLACE OF a. INSPECTION Destination	b. ACCEPTANCE Destination	14. GOVERNMENT DL NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/01/2008	16. DISCOUNT TERMS Net 30
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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 Confirming Order Placed With: CHARLES WILKINSON, Do Not Duplicate Obligation POC: M. Scott Tutko, 202-616-0932 Accounting Info: b2High Continued ...					

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(b) TOTAL (Cont. pages)
21. MAIL INVOICE TO:			17(d) GRAND TOTAL
a. NAME DHS, ICE			
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-OI-HQ-DIV 4 Ref. # HSCENV-09-F-00004			
c. CITY Williston	d. STATE VT	e. ZIP CODE 05495-1620	

22. UNITED STATES OF AMERICA BY (Signature) <i>Kenneth W. Morigeau</i>	23. NAME (Typed) Kenneth W. Morigeau TITLE: CONTRACTING/ORDERING OFFICER 29 Sept 2008
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AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 3/2005)
Prescribed by GSA FPMR (41 CFR) 101-11.6

FFMS OBLIGATED

9-29-08

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/29/2008
CONTRACT NO. LC-09-D-7027

ORDER NO.
HSCENV-09-F-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Period of Performance: 10/01/2008 to 09/30/2009					
0001	LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE) 10/1/08-9/30/09. \$2,514,750.00			b4	0.00	
	Accounting Info: SEE ATTACHMENT A \$2,514,750.00 (Subject to Availability of Funds)					
1001	LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE)			b4	0.00	
	Option Year 1: 10/01/2009 to 09/30/2010					
	Amount: b4 (Option Line Item) 09/14/2009					
	Accounting Info: SEE ATTACHMENT A b4 (Subject to Availability of Funds)					
2001	LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE)			b4	0.00	
	Option Year 2: 10/01/2010 to 09/30/2011					
	Amount: b4 (Option Line Item) 09/13/2010					
	Accounting Info: SEE ATTACHMENT A Continued ...					

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/29/2008	CONTRACT NO. LC-09-D-7027	ORDER NO. HSCENV-09-F-00004
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
3001	<p>b4 (Subject to Availability of Funds)</p> <p>LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE)</p> <p>Option Year 3: 10/01/2011 to 09/30/2012</p> <p>Amount: b4 (Option Line Item) 09/12/2011</p> <p>Accounting Info: SEE ATTACHMENT A</p> <p>b4 (Subject to Availability of Funds)</p>			b4	0.00	
4001	<p>LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE)</p> <p>Option Year 4: 10/01/2012 to 09/30/2013</p> <p>Amount: b4 (Option Line Item) 09/10/2012</p> <p>Accounting Info: SEE ATTACHMENT A</p> <p>b4 (Subject to Availability of Funds)</p> <p>The terms and conditions of Fedlink contract LC-09-D-7027 are applicable to this delivery order. ICE specific terms and conditions are listed below.</p> <p>FOR COMMUNICATION OF THIS ORDER:</p> <p>Direct inquiries to Douglas W. Gerard at the issuing office at (214) b6, or you can also send an E-Mail to: b6, for other than</p> <p>Continued ...</p>			b4	0.00	

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

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

PAGE OF PAGES

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

DATE OF ORDER 09/29/2008
CONTRACT NO. LC-09-D-7027

ORDER NO.
HSCENV-C9-F-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>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, # 214-905-5568, upon receipt. Please contact the contracting officer if there are any questions or concerns.</p> <p><i>James P. [Signature]</i> Signature Title</p> <p><u>2008 OCT 01</u> 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 Ref. # HSCENV-09-F-00004</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>Continued ...</p>					

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/29/2008 CONTRACT NO. LC-09-D-7027

ORDER NO
HSCENV-09-F-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>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, # 214-905-5568, upon receipt. Please contact the contracting officer if there are any questions or concerns.</p> <p>_____ Signature Title</p> <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>By mail:</p> <p>DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-OI-HQ-DIV 1 Ref. # HSCENV-09-F-00004</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>Continued ...</p>					

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/29/2008	CONTRACT NO LC-09-D-7027	ORDER NO HSCENV-09-F-00004
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<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 submitted to ensure prompt payment provisions are met. The ICE program office shall also be notated on every invoice.</p> <p>52.232-18 Availability of Funds. (Apr 1984)</p> <p>Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer. (End of clause)</p> <p>52.217-8 Option to Extend Services. (Nov 1999)</p> <p>The Government may require continued performance of any services within the 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 Continued ...</p>					

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

ORDER FOR SUPPLIES OR SERVICES

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SCHEDULE - CONTINUATION

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

DATE OF ORDER CONTRACT NO.

09/29/2008 LC-09-D-7027

ORDER NO.

HSCENV-09-F-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>the contract completion date. (End of clause) 52.217-9 Option to Extend the Term of the Contract. (Mar 2000)</p> <p>(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of the contract completion date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.</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 Continued ...</p>					

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER CONTRACT NO.

09/29/2008 LC-09-D-7027

ORDER NO.

HSCENV-09-F-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>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.</p> <p>Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security 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)-</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-</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>Continued ...</p>					

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER 09/29/2008	CONTRACT NO. LC-09-D-7027	ORDER NO. HSCENV-09-F-00004
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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<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>(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</p> <p>Continued ...</p>					

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

ORDER FOR SUPPLIES OR SERVICES

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SCHEDULE - CONTINUATION

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

DATE OF ORDER
09/29/2008

CONTRACT NO.
LC-09-D-7027

ORDER NO.
HSCENV-09-F-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>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>(iii) contracts to acquire stock;</p> <p>(iv) convertible debt instruments; and</p> <p>(v) others similar interests.</p> <p>(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.</p> <p>(f) Disclosure. The offeror under this solicitation represents that (Check one):</p> <p><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;</p> <p><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</p> <p><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.</p> <p>(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.</p> <p>The total amount of award: \$13,374,195.00. The obligation for this award is shown in Continued ...</p>					

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

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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

DATE OF ORDER: 09/29/2008
 CONTRACT NO.: LC-09-D-7027

ORDER NO:
 HSCENV-09-F-00004

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	box 17(i).					

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO. P00001	3 EFFECTIVE DATE 01/14/2009	4 REQUISITION/PURCHASE REQ. NO. 192109ASF00000008	5 PROJECT NO. (if applicable)
6 ISSUED BY ICE/Mission Support/OAQ Dallas Immigration and Customs Enforcement Office of Acquisition Management 7701 N. Stemmons Freeway, Suite 300 Attn: Douglas Gerard, 214-905-5319 Dallas TX 75247	CODE ICE/MD/OAQ-DALLA	7 ADMINISTERED BY (if other than item 6) ICE/Mission Support/OAQ Dallas Immigration and Customs Enforcement Office of Acquisition Management 7701 N. Stemmons Freeway, Suite 300 Attn: Douglas Gerard, 214-905-5319 Dallas TX 75247	CODE ICE/MD/OAQ-DALLA
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) REED ELSEVIER INC ATTN CHARLES WILKINSON ESQ MBA 1150 18TH ST NW STE 600 ATTENTION JAMES RUTHERFORD WASHINGTON DC 200363843		(x) 9A AMENDMENT OF SOLICITATION NO.	
		9B DATED (SEE ITEM 11)	
		X 10A MODIFICATION OF CONTRACT/ORDER NO. LC-09-D-7027 HSCENV-09-F-00004	
CODE 8776726830000 FACILITY CODE		10B DATED (SEE ITEM 11) 09/29/2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule Net Increase: \$2,514,750.00

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Unilateral: FAR 52.232-18 funding action only

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

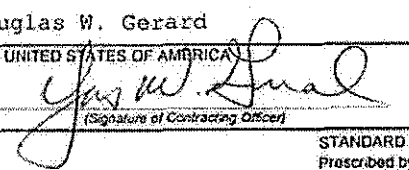
DUNS Number: 877672683
Confirming Order Placed With:
CHARLES WILKINSON, Do Not Duplicate
Obligation POC: M. Scott Tutko, 202-_____ b6

The purpose of this modification is to remove the reference to FAR clause 52.232-18 Availability of Funds for the base period of this order and to fully fund the base period of the order.

This modification increases the funding associated with this order from \$0.00 to \$2,514,751.00, an increase of \$2,514,751.00.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Douglas W. Gerard	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 01/14/2009

NSN 7540-01-152-8070
Previous editions unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

F FMS OBLIGATED

1-15-09

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 LC-09-D-7027/HSCENV-09-F-00004/P00001

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NAME OF OFFEROR OR CONTRACTOR
 REED ELSEVIER INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>All other terms and conditions of this order remain unchanged. Delivery: 10/01/2008 Discount Terms: Net 30 FOB: Destination Period of Performance: 10/01/2008 to 09/30/2009</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>LEXIS-NEXIS SERVICES (INCLUDES ACCESS TO ACCURINT TO ACCURINT LE W/ PHONES DATA PACKAGE, LEXIS.COM, NEWNEXIS.COM AND LAW ENFORCEMENT SOLUTIONS PAGE) 10/1/08-9/30/09. \$1,906,750.00</p> <p>Delivery Location Code: ASF ASSET FORFEITURE UNIT 425 I STREET, NW, ROOM 3040 Attn: M. Scott Tutko WASHINGTON, D.C. WA 20536 Accounting Info: OIDIV04-ASF BA 10-55-00-000</p> <p style="text-align: center;">b2High</p> <p>Funded: \$1,906,750.00</p>	1	EA	1,906,750.00	1,906,750.00
0002	<p>Add Item 0002 as follows:</p> <p>LEXIS-NEXIS SERVICES-INCLUDING ACCESS TO ACCURINT, ACCURINT LE AND LAW ENFORCEMENT SOLUTIONS; 10/1/08-9/30-09 \$608,000.00</p> <p>Delivery Location Code: ASF ASSET FORFEITURE UNIT 500 12TH STREET, SW 6TH FLOOR ATTN: DAVID EOFF WASHINGTON D.C. WA 20024 Accounting Info:</p> <p style="text-align: center;">b2High</p> <p>Funded: \$608,000.00</p>	1	EA	608,000.00	608,000.00