

Company Name:
LexisNexis Special Services, Inc.

Contract Number:
LC09D7027

Order Number:
HSCECR-09-F-00031 (HSCECR09F00031)

Requisition/Reference Number:
192109FHQFOSC0009

Latest Modification Processed:
P00002

Period of Performance:
7/2/2009 through 6/30/2010

Services Provided:
Issues a Direct Express Order against LexisNexis. The services will support the ICE/DRO Fugitive Operations Support Center (FOSC) in Burlington, Vermont (VT). Provides Criminal Data User Subscriptions and Criminal Data Batch Search Services.

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

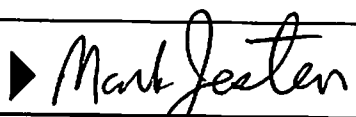
1 9

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

1. DATE OF ORDER 06/26/2009		2. CONTRACT NO. (if any) LC09D7027		6. SHIP TO: a. NAME OF CONSIGNEE ICE Detention & Removal	
3. ORDER NO. HSCECR-09-F-00031		4. REQUISITION/REFERENCE NO. 192109FHQFOSC0009		b. STREET ADDRESS Immigration and Customs Enforcement 801 I Street, NW Suite 900	
5. ISSUING OFFICE (Address correspondence to) ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 930 Washington DC 20536		c. CITY Washington		d. STATE DC	e. ZIP CODE 20536
7. TO: a. NAME OF CONTRACTOR LEXISNEXIS SPECIAL SERVICES INC		b. COMPANY NAME		f. SHIP VIA	
c. STREET ADDRESS 1150 18TH ST NW SUITE 250		d. CITY WASHINGTON		e. STATE DC	f. ZIP CODE 200363843
9. ACCOUNTING AND APPROPRIATION DATA See Schedule		10. REQUISITIONING OFFICE ICE Detention & Removal		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input 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 <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		12. F.O.B. POINT Destination		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.	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		14. GOVERNMENT BIL NO.	
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 30 Days After Award		16. DISCOUNT TERMS Net 30		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: 136723967+0000 The purpose of this award is to issue a Direct Express Order against LexisNexis FEDLINK IDIQ Contract No. LC09D7027. The following services will support the ICE/DRO Fugitive Operations Support Center (FOSC) Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME DHS, ICE				\$3,005,120.00		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) Burlington Finance Center P.O. Box 1620 Attn: ICE-DRO-FHQ-CED				\$3,005,120.00		
c. CITY Williston		d. STATE VT	e. ZIP CODE 05495-1620			

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Mark Jesten 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 06/26/2009
CONTRACT NO. LC09D7027

ORDER NO. HSCECR-09-F-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	in S. Burlington VT. Accounting Info: [REDACTED] (b)(2)High ----- Period of Performance: 07/01/2009 to 06/30/2010					
0001	Fixed Price CRIMINAL DATA USER SUBSCRIPTIONS : Access to LexisNexis Accurint for Law Enforcement @ (b)(4) per month up to (b)(4) users; Appriss Access \ JusticeXchange @ rate of (b)(4) per month for up to (b)(4) users: Totaling (b)(4) per month.	(b)(4)	EA	(b)(4)	825,120.00	
0002	Fixed Price CRIMINAL DATA BATCH SEARCH SERVICES : LexisNexis Customized Batch Services for criminal information Fixed Price up to (b)(4) names per batch @ (b)(4) per subject per month = (b)(4) per month; and LexisNexis Jail Booking Data per batch Fixed Price up to (b)(4) names @ (b)(4) per subject, per month = (b)(4) per month: Totaling (b)(4) per month	(b)(4)	EA	(b)(4)	896,000.00	
0003	Fixed Price PROMONITOR: LexisNexis ProMonitor reporting services for up to (b)(4) names per month @ (b)(4) per month.	(b)(4)	EA	(b)(4)	684,000.00	
0004	Fixed Price BATCH SEARCHES: LexisNexis Customized Batch searches. Volume based Fixed Price up to (b)(4) names per month @ (b)(4) per month. 3052.209-70 Prohibition on contracts with corporate expatriates. (JUN 2006) Continued ...	(b)(4)	EA	(b)(4)	600,000.00	

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

\$3,005,120.00

**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 06/26/2009
CONTRACT NO. LC09D7027

ORDER NO.
HSCECR-09-F-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>As prescribed at (HSAR) 48 CFR 3009.104-75, insert the following clause:</p> <p>PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)</p> <p>-</p> <p>(a) Prohibitions.</p> <p>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.</p> <p>(b) Definitions. As used in this clause:</p> <p>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.</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>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 06/26/2009
CONTRACT NO. LC09D7027

ORDER NO.
HSCECR-09-F-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<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>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</p> <p>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 06/26/2009 CONTRACT NO. LC09D7027

ORDER NO. HSCECR-09-F-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>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 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 06/26/2009
CONTRACT NO. LC09D7027

ORDER NO.
HSCECR-09-F-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>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 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 06/26/2009
CONTRACT NO. LC09D7027

ORDER NO.
HSCECR-09-F-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>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>(End of provision)</p> <p>Invoices shall be submitted via one of the following three methods:</p> <p>a. By mail:</p> <p style="padding-left: 40px;">DHS, ICE Burlington Finance Center P.O. Box 1620 Williston, VT 05495-1620 Attn: ICE-DRO-FHQ-CED</p> <p>b. By facsimile (fax): (include a cover sheet with point of contact & # of pages)</p> <p style="padding-left: 40px;">802-288-7658</p> <p>c. By e-mail:</p> <p style="padding-left: 40px;">Invoice.Consolidation@dhs.gov</p> <p>Reference Contract Number HSCECR-09-F-00031 on invoices.</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) and shall be annotated on every invoice submitted. The ICE program office shall also be annotated on every invoice.</p> <p>Payment inquiries are to be directed to Burlington Finance Center.</p> <p>2. In accordance with Contract Clauses, 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 06/26/2009
CONTRACT NO. LC09D7027

ORDER NO.
HSCECR-09-F-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>FAR 52.212-4 (g) (1), Contract Terms and Conditions - Commercial Items, or FAR 52.232-25 (a) (3), Prompt Payment, as applicable, the information required with each invoice submission is as follows:</p> <p>"...An invoice must include-</p> <ul style="list-style-type: none"> (i) Name and address of the Contractor; (ii) Invoice date and number; (iii) Contract number, contract line item number and, if applicable, the order number; (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered; (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading; (vi) Terms of any discount for prompt payment offered; (vii) Name and address of official to whom payment is to be sent; (viii) Name, title, and phone number of person to notify in event of defective invoice; and (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. (See paragraph 1 above.) (x) Electronic funds transfer (EFT) banking information. <p>(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.</p> <p>(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer - Other Than Central Contractor</p> <p>Continued ...</p>					

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

\$0.00

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

PAGE NO

9

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

DATE OF ORDER 06/26/2009
CONTRACT NO. LC09D7027

ORDER NO.
HSCECR-09-F-00031

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Registration), or applicable agency procedures. (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.</p> <p>Invoices without the above information may be returned for resubmission.</p> <p>The total amount of award: \$3,005,120.00. The obligation for this award is shown in box 17(i).</p>					

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

\$0.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 3
2 AMENDMENT/MODIFICATION NO P00001	3 EFFECTIVE DATE 07/31/2009	4 REQUISITION/PURCHASE REQ NO 192109FHQFOSCO0009.1	5 PROJECT NO (If applicable)
6 ISSUED BY ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Washington DC 20536	CODE ICE/CR/REMOVALS	7 ADMINISTERED BY (If other than Item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 800 Attn: Michielle Thomas Washington DC 20536	CODE ICE/CR/COMPLIANCE
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) REED ELSEVIER INC DBA LEXISNEXIS 1150 18TH ST NW STE 600 ATTENTION JAMES RUTHERFORD WASHINGTON DC 200363843		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE 8776726830000	FACILITY CODE	x 10A MODIFICATION OF CONTRACT/ORDER NO LC09D7027 HSCECR-09-F-00031	10B DATED (SEE ITEM 13) 06/26/2009

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) Net Increase: \$647,072.00
See Schedule

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) FAR 43.103(a) Mutual Agreement of the Parties

E. IMPORTANT: Contractor is not is required to sign this document and return 1 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+0000



The purpose of this Modification is to:

1. Provide additional funding to CLIN 0001 in the amount of \$447,272.00, to accommodate an increase in user subscriptions from 500 to 800; and an increase to CLIN 0004 in the amount of \$200,000.00 to increase the number of "batch addresses" from 30,000 to 230,000. Total funding on the contract is as follows:

Current total	Additional Funding	New Contract Total
\$3,005,120.00	\$647,072.00	\$3,652,192.00

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) James Rutherford, Manager - Federal Contracts	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David Vroom
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C DATE SIGNED 31 Jul 09
16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C DATE SIGNED 7/31/09

NSN 7540-01-152-8070
Previous edition unusable

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 LC09D7027/HSCECR-09-F-00031/P00001

PAGE 2 OF 3

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>2. Correct the Name of the Contractor in Block 7 of the Base Award to read as shown in Block 8 above.</p> <p>FUNDS OBLIGATED ON THE BASE AWARD SHOULD BE MOVED TO THE CORRECTED DUNS AND CORRESPONDING TIN NUMBER OF THE CONTRACTOR SHOWN IN BLOCK 8.</p> <p>3. Add the following to Section B of the Base Award after Invoices: The technical Point of Contact(POC) for this effort is Ms. Kendra Wallace. A copy of all invoices shall be sent to Ms. Wallace at (b)(6) simultaneously with sending to Invoice.consolidation@dhs.gov.</p> <p>All other terms and conditions remain the same. Discount Terms: Net 30 Delivery Location Code: ICE/DRO ICE Detention & Removal Immigration and Customs Enforcement 801 I Street, NW Suite 900 Washington DC 20536</p> <p>Accounting Info: (b)(2)High -----</p> <p>FOB: Destination Period of Performance: 07/01/2009 to 06/30/2010</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>Fixed Price CRIMINAL DATA USER SUBSCRIPTIONS : Access to LexisNexis Accurint for Law Enforcement and Appriss Access \ JusticeXchange @ \$ (b)4 per month for an additional 300 users. Total number of user subscriptions changed from (b)4</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>NO CHANGE TO THIS ITEM Fixed Price Continued ...</p>				<p>447,072.00</p> <p>0.00</p>

NAME OF OFFEROR OR CONTRACTOR
REED ELSEVIER INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>CRIMINAL DATA BATCH SEARCH SERVICES : LexisNexis Customized Batch Services for criminal information Fixed Price up to 800,000 names per batch @ (b)(4) per subject per month = (b)(4) per month; and LexisNexis Jail Booking Data per batch Fixed Price up to 800,000 names @ (b)(4) per subject, per month = (b)(4) per month: Totaling (b)(4) per month</p> <p>Delivery: 30 Days After Award</p> <p>Change Item 0003 to read as follows (amount shown is the obligated amount):</p>				
0003	<p>NO CHANGE TO THIS ITEM Fixed Price PROMONITOR: LexisNexis ProMonitor reporting services for up to 300,000 names per month @ (b)(4) per month.</p> <p>Delivery: 30 Days After Award</p> <p>Change Item 0004 to read as follows (amount shown is the obligated amount):</p>				0.00
0004	<p>Fixed Price BATCH SEARCHES: LexisNexis Customized Batch searches. Volume based fixed price of \$ (b)(4) per month for an additional 200,000 Batch addresses. Total number of Batch addresses is changed from 30,000 to 230,000.</p> <p>4. All other terms and conditions remain the same.</p>				200,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 2	
2 AMENDMENT/MODIFICATION NO P00002	3 EFFECTIVE DATE 11/04/2009	4 REQUISITION/PURCHASE REQ NO	5 PROJECT NO (if applicable)	
6 ISSUED BY ICE/Compliance & Removals/Removals Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, Suite 800 Washington DC 20536	CODE ICE/CR/REMOVALS	7 ADMINISTERED BY (if other than Item 6) ICE/Compliance & Removal/Compliance Immigration and Customs Enforcement Office of Acquisition Management 801 I Street NW, suite 800 Attn: Michielle Thomas Washington DC 20536	CODE ICE/CR/COMPLIANCE	
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) REED ELSEVIER INC DBA LEXISNEXIS 1150 18TH ST NW STE 600 ATTENTION JAMES RUTHERFORD WASHINGTON DC 200363843		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)	
CODE 8776726830000 FACILITY CODE		X 10A MODIFICATION OF CONTRACT/ORDER NO LC09D7027 HSCECR-09-F-00031	10B DATED (SEE ITEM 13) 06/26/2009	

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

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
	D OTHER (Specify type of modification and authority)
X	FAR 43.103(a) Mutual Agreement of the Parties

IMPORTANT: Contractor is not. x is required to sign this document and return 1 copies to the issuing office

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



DUNS Number: 877672683-0000

The purpose of this Modification is to:

1. Restructure CLIN 0001 by separating Accurint for Law Enforcement services (Fixed Price) from Appriss Access\JusticeXchange Services (Not-to-Exceed). See Schedule on page 2.
2. This change is made primarily for billing purposes and does not change the total dollar value of the Task Order.
3. This change is effective on the date of award of the Task Order, 6/26/2009.

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) James Rutherford, Manager - Government Contracts	16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michielle Thomas
15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B UNITED STATES OF AMERICA  (Signature of Contracting Officer)
15C DATE SIGNED 23-NOV-2009	16C DATE SIGNED 24 Nov 2009

CONTINUATION SHEET

REFERENCE NO OF DOCUMENT BEING CONTINUED
LC09D7027/HSCECR-09-F-00031/P00002

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
REED ELSEVIER INC

ITEM NO (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	4. All other terms and conditions remain the same. Discount Terms: Net 30 Delivery Location Code: ICE/DRO Immigration and Customs Enforcement Fugitive Operations Support Center 70 Kimball Avenue South Burlington VT 05403 Accounting Info: <div style="background-color: black; color: white; padding: 2px; display: inline-block;">b2High</div> ----- FOB: Destination Period of Performance: 07/01/2009 to 06/30/2010 Change Item 0001 to read as follows (amount shown is the obligated amount):				
0001	Fixed Price CRIMINAL DATA USER SUBSCRIPTIONS: Access to LexisNexis Accurint for Law Enforcement \$63,760 per month (\$ b4 per user up to b4				-507,072.00
0001AA	Add Item 0001AA as follows: NOT TO EXCEED Appriss Access / JusticeXchange @ \$ b4 per user/mthly up to b4 Product/Service Code: 9999 Product/Service Description: MISCELLANEOUS ITEMS				507,072.00