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2 **SECTION B – THE PRICE SCHEDULE**  
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4 (a) This is a firm fixed-price task order.  
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6 (b) See the Standard Form SF-18 for pricing details.  
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8 (c) The term of this order is twelve (12) months from the date of award. This order may be extended pursuant  
9 to Section I.1, FAR 52.217-9, Option to Extend the Term of this Contract. The maximum contract term shall  
10 not exceed sixty (60) months.  
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13 [END OF SECTION B]  
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## SECTION C – STATEMENT OF WORK – WORLDWIDE DEBT COLLECTION

### 1. INTRODUCTION

#### A. Purpose

Ex-Im Bank seeks to contract for assistance in recovering balances of certain paid claims under its credit guarantee and insurance programs.

#### B. Background Information

(a) The Export-Import Bank of the United States (“Ex-Im Bank”) supports the financing of U.S. goods and services. It assumes credit and country risks the private sector is unable or unwilling to accept. In covering these risks Ex-Im Bank pays on claims related to insurance policies and guarantees. Upon payment of the claim it becomes the responsibility of the Asset Management Division of Ex-Im Bank (“AMD”) to seek repayment from the debtor and/or guarantors.

(b) AMD collects on accounts in three ways:

1. Direct Collection – Ex-Im Bank officers personally work the collection cases,
2. Local Attorneys – Ex-Im Bank signs a contract with a local attorney to work on the collection within certain guidelines from Ex-Im Bank, and
3. **Collection Contractor – Ex-Im Bank contracts with a collection firm to handle collections within certain guidelines from Ex-Im Bank.**

(c) Until 2004 the first and second methods were the exclusive collection methods employed by Ex-Im Bank. Local attorneys were used for the majority of collection efforts. Local attorneys have historically been an effective collection avenue for Ex-Im Bank but the administration of this high volume of contracts was far greater than AMD’s capacity to oversee. **The third collection method is the subject of this Statement of Work.**

#### C. Scope of Work

(a) The Contractor shall provide all labor, collection expenses, materials, equipment, and facilities (unless otherwise stated herein) to provide recoveries on claims that are assigned to it where the total corporate exposure is less than \$20 million per transaction, paid under the Bank’s short-term insurance program and medium-term insurance, medium-term guarantee, and working capital guarantee programs. The recovery efforts will be conducted according to Ex-Im Bank minimum guidelines. Ex-Im Bank personnel will monitor the activities of the Contractor and the Contractor shall make reports to Ex-Im Bank in a form and frequency acceptable to Ex-Im Bank.

(b) The Contractor will be performing collection work for Ex-Im Bank, which is the official export credit agency of the United States of America. As such, this task order requires that the Contractor, and its subcontractors, employees, and agents perform the work to the highest legal and ethical standards of both the United States of America and the country in which the collection activity is taking place. Ex-Im Bank considers the legal and ethical administration of the recovery effort to be of paramount importance. Any acts that Ex-Im Bank, in its sole discretion, believes represent a violation of either the letter or the spirit of the collection laws in the United States of America or in the country where the Contractor is working on a recovery may result in the termination of this task order. In addition, the Contractor should avoid any actual or apparent conflict of interest and the Contractor shall not receive any compensation other than that provided for in this contract, in connection with collections activities, pursuant to this task order.

(c) When the task order is terminated, the Contractor will continue to provide ongoing support for a period of up to an additional six (6) months, following the termination. This support will include developing and executing a transition plan for assigned accounts from the Contractor to a new contractor. The plan will ensure a smooth transition of accounts. The Contractor will remain entitled to fees for recoveries during this period until the sooner of Ex-Im Bank requesting the file back or six months.

(d) Due to the sensitivity of information that will be entrusted to the Contractor, corporate and individual non-disclosure agreements are required.

(e) The Bank does not anticipate performance onsite nor does it anticipate access to any of its electronic systems, therefore, Homeland Security Presidential Directive -12 (HSPD-12) does not apply. However, if either of those conditions change, HSPD-12 would apply and compliance with HSPD-12 will be required.

#### **D. Performance Environment - Current Situation**

(a) The Claims and Recoveries Section of AMD handles recoveries of transactions with aggregate obligor exposure of less than \$20 million. The Section has a large inventory of unrecovered claims. For the last five fiscal years Ex-Im Bank has approved 1,499 claims. The following table shows the claims paid by Ex-Im Bank per fiscal year. In fiscal 2008 the claims appear to be set to finish near the level of fiscal 2007.

<b>Fiscal Year</b>	<b># Approved</b>
2003	350
2004	323
2005	252
2006	314
2007	<u>260</u>
<b>Total</b>	<b>1,499</b>

(b) The majority of the unrecovered claim portfolio is currently Short- and Medium-Term Insurance and Medium-Term Guarantee recovery accounts of less than \$1 million. Short-Term Insurance claims are generally open-account claims where the Buyer's payment obligation must be inferred from a combination of purchase orders, invoices, and shipping documents. The Medium-Term Insurance and Guarantee claims are documented with promissory notes. The following table shows the claims paid over the last five fiscal years by program type:

	# of Cases	Claim Payment (before recoveries)	Avg. Claim Payment
<b>Short-Term Insurance</b>	660	\$131,493,888	\$199,233
<b>Medium-Term Insurance</b>	477	\$428,317,056	\$897,939
<b>Guarantees (Medium Term)</b>	287	\$314,939,140	\$1,097,349
<b>Guarantees (Working Capital)</b>	63	\$78,152,362	\$1,240,514

(c) Medium-term guarantee and insurance claims are generally more easily recovered, transferred, adjudicated in executive proceedings, and/or sold than short-term insurance claims. Short-term insurance claims are generally harder to recover, more illiquid, subject to commercial disputes, and vulnerable to evidentiary defenses raised by Buyers.

(d) The following table shows the claims and recovery rates over the 14 cohort<sup>1</sup> years ending with fiscal 2007.

<b>FY 1994 – FY 2007 Cohorts (14 year cohort totals)</b>						
	Typically Has Collateral	Claim Rate: (# Claims / # Disb. Transactions)	Gross Claims / Disbursements	Net Claims / Disbursements	Recovery Expense / Recoveries	Net Recovery %
<b>Short-Term Ins.</b>	No	6.7%	0.7%	0.6%	36.7%	9.9%
<b>Medium-Term Ins.</b>	No	14.2%	13.2%	11.2%	10.5%	15.2%
<b>Medium-Term Guar.</b>	No	13.5%	5.9%	4.6%	11.1%	25.4%
<b>Working Capital Guar.</b>	Yes	4.6%	3.0%	2.6%	32.0%	14.0%
<b>Total - These Portfolios</b>		<b>8.2%</b>	<b>3.1%</b>	<b>2.6%</b>	<b>15.5%</b>	<b>18.4%</b>

(e) The most recent cohorts do not reflect a complete and final claim rate or recovery of the cohorts. These most recent cohorts would be anticipated to have increased claim and different collection rates in the future. Therefore, the average recovery rate (stated above) may not reflect the final collection rate, once the final claims and recoveries have been calculated for recent cohorts.

(f) Gross Claims divided by Disbursements gives a ratio of the dollar amount of claims as compared to the dollar amount of all shipments.

(g) Net Claims divided by Disbursements gives the ratio of the dollar amount of (claims paid, minus recoveries received, plus recovery expenses) as compared to the dollar amount of all shipments.

(h) Recovery Expenses divided by Recoveries gives the ratio of the dollar amount paid to generate recoveries as compared to the dollar amount of all recoveries.

(i) Net Recovery % gives the ratio of the dollar amount of (recoveries minus recovery expenses) as compared to the gross dollar amount of claims.

<sup>1</sup> All disbursements, recoveries, and expenses for a transaction are attributed to the fiscal year that the transaction was initially funded. Tracking by cohort aids in comparison of results.

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2 (j) As noted above, Ex-Im Bank has a significant portfolio of recovery accounts that are already under contract  
3 with local attorneys and the incumbent contractor. These will not be a part of the contemplated task order.  
4 New claim cases will be the initial workload for the task order. In the future, Ex-Im Bank intends to handle the  
5 bulk of its recovery efforts in the manner described in this SOW. Ex-Im Bank reserves the right to handle  
6 specific recovery actions outside the scope of the contemplated task order, including handling by Ex-Im Bank  
7 personnel or through another arrangement. Ex-Im Bank may also decide, in its sole discretion, that a recovery  
8 action that Ex-Im Bank previously assigned to the Contractor under the contemplated task order would be better  
9 handled in another manner and will so notify the Contractor. Ex-Im Bank does not guarantee a minimum or  
10 maximum workload under the contemplated task order. The Contractor will be required to have adequate  
11 staffing for this task order as defined in the proposal.  
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13 (k) The Contractor will be eligible for compensation, under this task order, during the period when a case is  
14 assigned to it and then only when a portion of the debt is collected. Recoveries received prior to assignment or  
15 after the case is returned to Ex-Im Bank are not eligible for compensation. Ex-Im Bank reserves the right to  
16 recall a case, in its sole discretion, by directing the Contractor to cease its collection efforts on the specified  
17 case.  
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19 (l) Gross recoveries are to be sent directly to Ex-Im Bank by the obligors without first passing through the  
20 Contractor. These recoveries will then be reported to the Contractor so that an invoice may be prepared.  
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## 22 **2. REQUIRED RESOURCES**

### 23 **A. Government-furnished Property**

24 None.  
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### 26 **B. Contractor-furnished Items**

27 The Contractor will furnish all items necessary to perform the work contemplated by this Statement of Work.  
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### 29 **C. Personnel Requirements**

30 (a) Prior to assigning any new recovery personnel or subcontractor to work under the task order, the Contractor  
31 shall submit to the Contracting Officer's Technical Representative (COTR) a request with supporting  
32 information (including any prior history of legal or disciplinary sanctions taken against the employee or  
33 subcontractor) to allow evaluation of that person's or subcontractor's qualifications against the minimum  
34 requirements for this position. The Contractor may not assign such person or subcontractor to that position until  
35 receiving written consent from the COTR. See Technical Exhibit J.4. Furthermore, the Contracting Officer (in  
36 his/her sole discretion) may require, in writing, that the Contractor remove from the task order work *any*  
37 employee (recovery personnel or otherwise) or subcontractor whom the Contracting Officer deems  
38 incompetent, careless, or otherwise objectionable.  
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40 (b) Outside contractors (such as local attorneys or investigators), hired by the prime Contractor to assist in  
41 recoveries, must be approved by Ex-Im Bank in advance of starting to work on a case. As part of the approval  
42 Ex-Im Bank will require the subcontractor to sign a non-disclosure agreement.  
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3 **3. SPECIFIC TASKS**  
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5 **Phase I: Preparing for the Task Order**  
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7 **Develop Reports for Use During the Contract**  
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9 Contractor will develop all of the reports mentioned in this work statement following the outline provided in  
10 this work statement. These forms must be acceptable to the COTR, shall be included in rough draft form with  
11 the bid, and will be discussed at the meeting referenced in Phase I, Task 2, if not earlier.  
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13 **Meet with Export-Import Bank Procurement Representatives**  
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15 Within five (5) business days after contract award, all Contractor key personnel shall meet with the COTR,  
16 Contracting Officer, and other Ex-Im Bank personnel at Ex-Im Bank, 811 Vermont Avenue, N. W.,  
17 Washington, DC 20571 for an orientation meeting in order to discuss the contractor's procedures (as set forth  
18 in the contractor's pre-award technical proposal). This will outline how case file information will be  
19 transmitted, finalize reporting formats, and cover other general information to assist in a smooth start to the  
20 contract. The Contractor, in cooperation with Ex-Im Bank representatives, shall prepare an agenda for this  
21 meeting (see Technical Exhibit J.1, DID 001).  
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23 **Phase II: Executing the Recovery**  
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25 Ex-Im Bank anticipates a shift toward more electronic documents and away from paper files during the course  
26 of this contract period. This may result, during the course of the contract, in a reduction of the paper reports  
27 that the Contractor would be required to submit. However, despite the reduction in hardcopy reports, the same  
28 reports on the same frequency will be required in softcopy.  
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30 **Accept Assignment of Recovery Cases**  
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- 32 ➤ Ex-Im Bank will assign a completed and paid claim file to an Ex-Im Bank recovery officer. The  
33 recovery officer will evaluate the transaction and other criteria and will determine if the case will be  
34 assigned to the successful contractor or if the recovery will be handled in another manner.  
35 ➤ If the case is to be assigned to the Contractor, Ex-Im Bank will prepare a Recovery Assignment Form  
36 (see Technical Exhibit J.1, DID 002, of this work statement) identifying the recovery case and will send  
37 the form and the recovery file to the Contractor at the Contractor's expense. At the same time Ex-Im  
38 Bank will enter the contracting firm's name in CARDS (Ex-Im Bank's electronic claim and recovery  
39 system).  
40 ➤ The Contractor will have the opportunity to copy all portions of the file that it needs to perform an  
41 effective recovery effort.  
42 ➤ The Contractor will sign the Recovery Assignment Form (mentioned above) and return it along with the  
43 original file to the recovery officer, at contractor's expense and in the same order and condition, within  
44 five business days of it being sent by the recovery officer. If the Contractor wishes to decline the case, it  
45 should not sign the Recovery Assignment Form and should return the file, within five business days of it  
46 being sent by the recovery officer, along with a note on the front of the file clearly stating that the  
47 Contractor is opting to not take the recovery case.

## Work the Recovery Cases

- Cases will be divided into three broad categories.
  - The first category (“Small”) consists of policies/guarantees in which Ex-Im Bank is seeking to recover less than \$3 million. This constitutes the largest number of recovery cases. The Contractor will be given greater discretion in handling these cases. In these cases, the Contractor will use its professional judgment, while following specific guidelines provided by Ex-Im Bank (see Technical Exhibit J.1, DID 003), to offer and compromise, reschedule, settle, or take other actions, that it deems necessary, to recover the debt. Ex-Im Bank recovery officers will be given a Quarterly Recovery Progress Report that is prepared by the Contractor (see Technical Exhibit J.1, DID 004) but will be less involved in the recovery planning and execution.
  - The second category (“Large”) includes policies/guarantees where Ex-Im Bank is seeking to recover \$3 million or more. This will include Medium-Term Insurance policies (“MTI”), and Medium-Term Guarantees (“MTG”). In these cases, the Contractor will develop a specific Recovery Plan (see Technical Exhibit J.1, DID 005, of this work statement). These cases are for larger amounts than Short-Term Insurance policies (“STI”), but there are fewer such cases. Ex-Im Bank will require a greater degree of oversight and involvement by its recovery officers on the work being performed by the Contractor on large case files following specific guidelines provided by Ex-Im Bank. Ex-Im Bank recovery officers will be given a Monthly Recovery Progress Report of Large or Working Capital Cases that is prepared by the contractor (see Technical Exhibit J.1, DID 006).
  - The third category (“Working Capital”) includes Ex-Im Bank’s approved claims under the Working Capital Guarantee Program (“WCGP”). In these cases the debtor is a domestic company with foreign accounts receivable. The Contractor will develop a specific Recovery Plan (see Technical Exhibit J.1, DID 005).
  - Ex-Im Bank recovery officers will be given a Monthly Recovery Progress Report of Large or Working Capital Cases that is prepared by the contractor (see Technical Exhibit J.1, DID 006).
  - For purposes of defining a case as Small or Large, the Contractor will use the amount listed on Ex-Im Bank’s demand letter to the debtor as the amount of the case. This is true unless the debtor, or its affiliates, have other exposure to Ex-Im Bank. For those cases, the entire exposure should be considered when classifying a case as Large or Small. Ex-Im Bank will provide the total exposure information to the Contractor. In many instances, the demand letter amount exceeds Ex-Im Bank’s claim payment (due to an uninsured portion of the debt or a part of the claim being denied) but the demand amount represents the amount that was subrogated to Ex-Im Bank by the claimant.
  - Lawsuits may only be filed with the prior written authorization of the Office of the General Counsel of Ex-Im Bank (“OGC”).

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- The Contractor will perform a preliminary review of the file and investigation of the obligor and guarantor(s).
    - Contractor's Review and Investigation
      - All cases (consistent in all respects with local law):
        - Contractor will review the file to become familiar with the case.
        - Contractor will write, email, telephone, and/or fax the debtor and guarantor(s) to attempt to establish a dialogue and determine:
          - If the debtor and guarantor(s) acknowledge the debt;
          - How much the debtor and guarantor(s) believe is owed;
          - The reason for the default; and
          - If the debtor and guarantor(s) are proposing to repay all or part of the debt and over what time period.
        - To the extent that it is commercially reasonable, the Contractor will investigate, through local sources and elsewhere, the ability for the debtor/guarantor(s) to pay the debt. This would include reviewing financial information of the debtor and guarantor(s), as well as searching for assets of the company, guarantor(s), and related companies and parties. Where necessary or appropriate, the investigation should include the possibility of searching for assets in countries other than where the debtor is domiciled.
        - Face-to-face meetings with debtors/guarantors are an expected part of the recovery process. Ex-Im Bank expects the Contractor to meet with obligors at the business location when possible. Each debtor/guarantor should be met within six (6) months of the case being assigned and at least annually thereafter.
        - Digital photos of the facilities, obligors, equipment, and guarantors' residences will be included in trip reports to Ex-Im Bank, after each face-to-face meeting, so that AMD may include these in its files. This is important to have positive identifications of personnel, compare operating conditions, and the identification and status of the goods that were the subject of the transaction.
      - Small Cases:
        - For cases less than \$3 million, the Contractor will send quarterly written summaries of the activity of each case. This summary will include a narrative history of the case, the payment history of the case (beginning with the claim payment), and an outline of the proposed recovery plan (see Technical Exhibit J.1, DID 004). These cases will be reported quarterly starting with the first quarterly report that is due after the case has been assigned to the Contractor for four (4) months.
      - Large and Working Capital cases:
        - For cases that are \$3 million and over and working capital cases, the Contractor will (within the first quarterly report due after the Contractor has had the case assigned to it for four (4) months) submit a written summary of the case history, activity to-date, payment history (beginning with the claim payment), and a proposed recovery plan. The investigation results must be accompanied by supporting documentation and an initial plan to proceed (see Technical Exhibit J.1, DID 005).

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- Ex-Im Bank Recovery Officer Review of Investigation
    - Large and Working Capital
      - Ex-Im Bank's Recovery Officer or Working Capital Officer will review the Contractor's initial findings and proposed recovery plan, will decide whether the plan is acceptable. If the plan is acceptable, then the recovery officer/working capital officer will approve the plan in writing by affixing his/her signature thereto. The signed copy will be placed in the recovery folder and a copy of the signed plan will be sent to the Contractor. If the recovery officer believes a modification to the plan is warranted, the officer will discuss the case with the Contractor and suggest modifications to the proposed plan. The Contractor will adjust the document to meet the agreed recovery plan and submit the revision to the recovery officer so that it is received back at Ex-Im Bank within two weeks from the time that Ex-Im Bank sends the proposed plan for modification.
    - Small Cases
      - Recovery Officer will maintain a file of the case to refer to and make reports to senior management as necessary. The recovery plan, as outlined in the quarterly reports, will be deemed to be accepted by Ex-Im Bank unless Ex-Im Bank objects to the plan in writing.
  - Contractor Execution of Recovery Plan
    - The Contractor will execute the approved Large plans, will monitor, and will report on the progress of each case on a monthly basis, at a minimum.
    - In many circumstances, more frequent communication will be required on Large cases. This will be required when material events occur. Such events include, but are not limited to:
      - Bankruptcy by the debtor/guarantor(s), principal(s), or related/affiliated companies;
      - Closing of the business operations of the debtor;
      - Sustained lack of communication by the debtor/guarantor(s) (over two weeks with no response);
      - New requests to reschedule the debt;
      - Offers, by the debtor/guarantor, to settle or compromise;
      - Missed rescheduled payments (more than two weeks late); and
      - Indictments of the debtor/guarantor(s).
    - Ex-Im Bank will provide guidelines for small recovery plans. The material events noted above should be reported in the contractors' quarterly report. For small cases, the Contractor will report on the case but approval of Ex-Im will not be required for actions so long as the contemplated actions fall within the guidelines for Small recovery cases.
    - Each quarter the contractor will publish a progress report of Small cases (see Technical Exhibit J.1, DID 004). Each month the Contractor will publish a portfolio review that will include a brief summary of each case (see Technical Exhibit J.1, DID 006).

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2 ➤ When Legal Action is Necessary

- 3 ➤ In all cases, the Contractor must have specific prior written approval of Ex-Im Bank's Office of  
4 the General Counsel to bring legal action against a party on behalf of Ex-Im Bank.
- 5 ➤ It is Ex-Im Bank's expectation that all cases assigned to the Contractor will be actively pursued.  
6 Ex-Im Bank reserves the right to recall cases that do not appear to be making progress. Should a  
7 obligor fail to meet its obligations under a restructured agreement, or should the obligors fail to  
8 negotiate in good faith, the Contractor should consider pursuing the case through legal channels.
- 9 ➤ In all cases, the Contractor should make an economic assessment weighing the estimated cost of  
10 litigation versus the possible outcomes and ultimate collectibility of all, or a portion, of the debt.
- 11 ➤ The Contractor will be required to present a Litigation Request Form (see Technical Exhibit J.3) to  
12 the Recovery/Working Capital Officer. AMD will review the form for agreement on the business  
13 aspects of the case and, if approved, will forward the form onto the OGC for legal review. Once  
14 OGC has approved the litigation request the Contractor will receive the form back, signed by Ex-  
15 Im Bank's General Counsel for his/her designee from OGC. At this point the Contractor may  
16 proceed with the litigation.
- 17 ➤ Not all legal matters require a Litigation Request Form. Generally, if a matter involves an  
18 appearance in court, a Litigation Request Form should be completed and approved. For  
19 administrative legal matters, such as preparing documents on a loan restructuring, a litigation  
20 request is not necessary.
- 21 ➤ Once a Litigation Request Form has been approved for a specific litigation matter, legal expenses  
22 (which shall include all legal fees and costs related to the litigation and execution of a Judgment)  
23 will be shared by Ex-Im Bank and the Contractor as follows. At a minimum, the Contractor will  
24 be required to pay for 10% of legal expenses related to a litigation case. As an example, the  
25 Contractor would pay, out of pocket, \$1,000 upfront on \$10,000 of legal expenses. Subsequently,  
26 based on the actual recoveries in the case, if the Contractor's recovery fee exceeds 10%, the  
27 Contractor will share in the legal expenses at the same rate as its recovery fee. For example, if the  
28 Contractor's recovery fee (based on actual recoveries) is 15%, the Contractor would pay for 15%  
29 of the legal expenses incurred. Using the same example as above, the contractor would pay  
30 \$1,500 on \$10,000 of legal expenses if the recoveries on the claim put the case at a 15% recovery  
31 fee rate. The Contractor's payment, in this example, would be "net of" the \$1,000 it paid upfront.
- 32 ➤ Any costs incurred other than those described in the preceding paragraph are to be borne and paid  
33 for solely by the Contractor and not shared by Ex-Im Bank. For example, the Contractor's  
34 employment of an attorney is not necessarily a legal expense for which Ex-Im Bank will partially  
35 pay. If the Contractor hires an attorney for investigations, asset searches, incurs costs for storage  
36 and sale of goods, or other recovery costs; these are operating expenses of the Contractor and are  
37 not part of the fee sharing contemplated above.
- 38 ➤ Furthermore, and in accordance with the foregoing paragraphs, attorney fees related to the re-  
39 documentation of a loan may be charged to the debtor/guarantor(s) but this must be disclosed to  
40 the recovery/working capital officer before the expenses are incurred so that the officer has the  
41 opportunity to approve or reject the contemplated expenses.
- 42 ➤ When Ex-Im Bank seeks to take legal action in a U.S. court Ex-Im Bank must refer the matter to  
43 the Department of Justice ("DoJ"), which represents Ex-Im Bank in all domestic litigation. This is  
44 primarily applicable to Working Capital cases but also occurs when a guarantor has assets in the  
45 U.S. In such cases, the Contractor will be required to provide a Litigation Request Form and  
46 certain litigation support assistance, as directed by Ex-Im Bank. Litigation support assistance will  
47 include assisting Ex-Im Bank and DoJ in the preparation of documents, witnesses, and other  
48 evidentiary material, as well as providing other administrative assistance typically required in

collections matters. Such support is considered to be factored into the fees that the Contractor will charge for collections and is not a separate billable item.

➤ **Acquiring Assets Through Recoveries**

- Ex-Im Bank occasionally takes possession of equity stakes, physical assets, or real property (collectively “assets”) as a result of recovery actions. These actions must be reported on the financial statements of Ex-Im Bank. In order to ensure that information regarding such acquisitions is conveyed in a timely and accurate manner, the following will be required of the Contractor.
  - Prior to completing negotiations to take possession of assets, the Contractor must report to the recovery officer with information on the type of asset, condition, liquidation plan, information on any existing lien, and local regulations that may have an effect on liquidation.
  - If the recovery officer concurs, he/she will seek the appropriate approval, according to AMD procedures to permit the assets to be acquired.
  - The Contractor will complete the acquisition only after receiving written consent from Ex-Im Bank.
  - The Contractor will prepare a Monthly Report on Assets Acquired Through Recoveries (see Part 7, Exhibit A, DID 009) that will report on the status of acquired assets. This report will be delivered to Ex-Im Bank within five (5) business days after the end of the month.
  - The Contractor must receive written consent from Ex-Im Bank, prior to disposing of these assets and the disposition must be reported on the Monthly Report on Assets Acquired Through Recoveries for one month before the asset is completely removed from the list.

**Phase III Closing the Recovery Cases**

- For all cases the Contractor may recommend to Ex-Im Bank that a recovery case be closed. The Closing Recommendation Memo (see Part 7, Exhibit A, DID 007, of this work statement) should include:
- Claim number and names of obligor and guarantor(s);
  - Summary of the transaction;
  - Summary of the recovery actions taken and the recovery results;
  - Justification for terminating the recovery effort, including a summary of any remaining assets and why those assets are not worth liquidation; and
  - Signature of the contractor’s manager stating that all reasonable and ethical collection efforts have been exhausted and further recommending the case be closed.
- Ex-Im Bank’s recovery officer will review the request to close the claim.
- The Contractor will send its complete file and all correspondence (related to the case) to Ex-Im Bank for its records; to Ex-Im Bank along with the Closing Recommendation Memo.
  - If the Ex-Im recovery officer concurs with the recommendation to close the case, he/she will sign the recommendation and commence internal procedures to close the case.
  - If the Ex-Im recovery officer does not concur with the recommendation to close the case, he/she will sign the Closing Recommendation Memo and Ex-Im Bank, at its own option, may pursue further recovery.
  - The Contractor will refrain from notifying the debtor of its debt being discharged as this will be Ex-Im Bank’s option.
  - The Contractor will be entitled to fees on any recoveries made between the date it accepts the case until the date the Closing Recommendation Memo is signed by Ex-Im Bank or the

1 Contractor is notified in writing to close the case. Subsequent recoveries, if any, will be the  
2 property of Ex-Im Bank without any further fees being due to the Contractor.  
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#### 4 **Phase IV Invoicing Ex-Im Bank**

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- 6 ➤ Ex-Im Bank will require regular invoicing for each collection that takes place on a case. Ex-Im Bank  
7 currently reports recoveries to the Contractor as they are received. The Contractor then invoices for the  
8 fee percentage for that type of recovery listed in the contract.  
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#### 10 **Phase V Contractor Reporting to Ex-Im Bank**

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- 12 ➤ Ex-Im Bank will require regular reporting on the recovery portfolio. The Ex-Im Bank Monthly Report  
13 on Recovery Activities (see Technical Exhibit J.1, DID 008) will outline activity for the month and for  
14 the Ex-Im Bank fiscal year-to-date (Ex-Im Bank's fiscal year end is September 30), and since the  
15 inception of the task order. These statistics will be compared to the prior year for the same periods (the  
16 Government will provide data from the prior contract). Data should be broken down by:
    - 17 ○ Recovery cases opened by number and dollar, in total, by country, and by product type;
    - 18 ○ Details for each open case should include claim #, program type, Obligor name, Country, buyer  
19 debt amount, claim payment amount (including payment certificates), gross amount recovered,  
20 contractor's fee earned, attorney fees paid by Ex-Im Bank, and the date assigned to the  
21 Contractor;
    - 22 ○ Recovery cases closed by number and dollar, in total, by country, and by product type;
    - 23 ○ Details for each closed case should include claim #, program type, Obligor name, Country, buyer  
24 debt amount, claim payment amount (including payment certificates), gross amount recovered,  
25 Contractor's fee earned, attorney fees paid by Ex-Im Bank, the date assigned to the Contractor,  
26 and the date closed;
    - 27 ○ Separate lists of countries, regions, and products with number of cases, buyer debt amount, claim  
28 paid amount (including payment certificates), gross amount recovered, Contractor's fees earned,  
29 attorney fees paid, and net recovery percentage ((gross recoveries minus Contractor and attorney  
30 fees) divided by claim payment (including payment certificates)); and
    - 31 ○ End of the month and fiscal year-to-date statistics on portfolio balance, number of cases,  
32 recovered amount, and fees paid or owed to the Contractor for the recovered amount.  
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35

[END OF SECTION C]

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**SECTION D – MARKING**

This Section applies when there are deliveries/deliverables of supplies in connection with the services performed under this contract.

**D.1 Marking**

This section is not applicable to this task order.

**D.2 Preservation, Packaging, and Packing**

This section is not applicable to this task order.

[END OF SECTION D]

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2  
3 **SECTION E – INSPECTION AND ACCEPTANCE**  
4

5 **E.1 Contract Clauses Incorporated by Reference**  
6

7 This task order incorporates the following clause by reference, with the same force and effect as if they were given in full  
8 text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be  
9 access electronically at <http://arnet.gov>.

10  
11 

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.246-4	Inspection of Services – Firm Fixed Price	AUG 1996

  
12  
13 -----  
14  
15

16 **E.2 Inspection and Acceptance by the Government**  
17

18 The Government will review and verify that all deliverables associated with this order fulfill the requirements  
19 and standards stated in the Statement of Work.  
20

21 **E.3 Responsibility for Inspection and Acceptance**  
22

23 Inspection and acceptance of all items and services under this contract will be accomplished by the Contracting  
24 Officer's Technical Representative (COTR). The COTR will inspect and be responsible for, the review and  
25 acceptance of all deliverables under the contract.  
26

27  
28 [END OF SECTION E]  
29

## SECTION F – DELIVERIES OR PERFORMANCE

### F.1 Clauses Incorporated by Reference (52.252-2)(FEB 1988)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in 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 <http://arnet.gov>.

<u>CLAUSE.</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
52.242-16	Variation in Quantity	APR 1984
52.242-17	Government Delay of Work	APR 1984
52.247-29	F.O.B. Origin	JUN 1988
52.247-34	F.O.B. Destination	NOV 1991

### F.2 Reports

The Contractor shall deliver to the COTR the following documents in accordance with the referenced Data Item Descriptions (“DIDs”) included under Technical Exhibit J.1 of this work statement:

	<u>Title</u>	<u>Due Date</u>
<b>Phase I</b>		
DID 001	Orientation Meeting Agenda (Task 2)	December 31, 2008 ( <i>projected</i> )
<b>Phase II</b>		
DID 002	Recovery Assignment Form (Task 1)	w/in five (5) business days of being sent by Ex-Im
DID 003	Small Recovery Case Guidelines (Task 2)	Provided by Ex-Im Bank
DID 004	Quarterly Recovery Progress Report of Small Cases (Task 2)	Last business day of month after end of quarter
DID 005	Recovery Plan (Task 2)	w/in the 1 <sup>st</sup> qtrly report & plan due after the Contractor has had a case assigned to it for four (4) months
DID 006	Monthly Recovery Progress Report of Large or Working Capital Cases (Task 2)	Last business day of the following month
DID 009	Monthly Report on Assets Acquired Through Recoveries	w/in five (5) business days following the month end
<b>Phase III</b>		
DID 007	Closing Recommendation Memo (Task 1)	Periodically, as warranted or when requested by Ex-Im Bank
<b>Phase IV</b>		
DID 008	Ex-Im Bank Monthly Report on Recovery Activities (Task 1)	Last business day of the following month

1  
2 **F.3 Applicable Documents**  
3

4 The documents listed herein, including any updates provided by the Government, apply to the performance of  
5 work under this task order.  
6

7 The following documents are *mandatory* and are binding upon the Contractor's performance.  
8

- 9     ➤ Orientation Meeting Agenda;  
10    ➤ Recovery Assignment Form;  
11    ➤ Small Recovery Case Guidelines;  
12    ➤ Quarterly Recovery Progress Report of Small Cases;  
13    ➤ Recovery Plan;  
14    ➤ Monthly Recovery Progress Report of Large or Working Capital Cases;  
15    ➤ Monthly Report on Assets Acquired Through Recoveries;  
16    ➤ Closing Recommendation Memo; and  
17    ➤ Ex-Im Bank Monthly Report on Recovery Activities.  
18

19 These documents are set forth under Technical Exhibit J.1.  
20

21 The following advisory documents are for the Contractor's information and are not considered contractually  
22 binding.  
23

- 24     ➤ None  
25

26 General information on the Export-Import Bank may be accessed at *http://www.exim.gov*.  
27  
28

29 [END OF SECTION F]

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2  
3 **SECTION G**  
4 **SECTION G – CONTRACT ADMINISTRATION DATA**  
5

6 **G.1 Contract Administration**  
7

8 (a) Contractual problems of any nature that may arise during the life of the task order must be handled in  
9 conformance with specific public laws and regulations. The Contractor and the COTR shall bring all  
10 contracting problems to the immediate attention of the Contracting Officer (CO). Only the CO is authorized to  
11 formally resolve such problems. The CO has the overall responsibility for this contract. The CO alone, without  
12 delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the  
13 contract terms, conditions, and requirements. The CO is the sole authority authorized to approve changes in any  
14 of the requirements under this contract. These changes include, but are not limited to the following areas: scope  
15 of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the  
16 event the Contractor effects any changes at the direction of any other person other than the CO, the change will  
17 be considered to have been made without authority.  
18

19 (b) Failure by the Contractor to report to the CO any action by the Government considered to a change within  
20 the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's  
21 right to any claims for equitable adjustments.  
22

23 **G.2 Contracting Officer**  
24

25 All contract administration will be effected by the Contracting Officer (CO) identified below. Written  
26 communications to the CO shall make reference to the contract number and shall be mailed to the address listed  
27 below. The CO for this contract is: Glenna Paulson, Export-Import Bank, Office of Contracting Services,  
28 Room 1023, 811 Vermont Avenue, N.W., Washington, DC 20571.  
29

30 **G.3 Contracting Officer's Technical Representative (COTR)**  
31

32 (a) Written communications to the COTR shall make reference to the contract number and shall be mailed to  
33 the address listed below. The COTR for this contract is:  
34

35 Mr. Richard Brackley, Export-Import Bank of the United States, Asset Management Division, Room 741, 811  
36 Vermont Avenue, N.W., Washington, DC 20571.  
37

38 (b) Authorization. The Contracting Officer's Technical Representative (COTR) will have general oversight of  
39 the Contractor's performance related to the task order, responsible for the application of technical approaches  
40 and tools, and program components. The COTR is authorized by designation to take the following actions:  
41

42 1. Assure that the Contractor performs the technical requirements of the task order in accordance with  
43 the terms, conditions, and specifications.

44 2. Perform or cause to be performed, inspections necessary in connection with (a) above and require the  
45 Contractor to correct all deficiencies; perform acceptance for the Government.

46 3. Maintain all liaisons and direct communications with the Contractor's Program Manager. Written  
47 communications with the Contractor and documents shall be signed as "Contracting Officer's Technical  
48 Representative" with a copy furnished to the CO.  
49

1  
2 4. Monitor the Contractor's production or performance progress and notify the Contractor in writing of  
3 deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report  
4 to the CO incidents of faulty or nonconforming work, delays or problems.

5 5. Obtain necessary security clearance and appropriate identification if access to Government facilities is  
6 required. If to be provided, ensure that Government furnished property is available when required.

7  
8 (c) Limitations. The COTR is not empowered to award, agree to, or sign any contract or modifications thereto,  
9 or in any way to obligate the payment of money by the Government. The COTR may not take any action which  
10 may impact on the base contract schedule, funds, scope or rates. All contractual agreements, commitments, or  
11 modifications which involve prices, quantities, quality, and schedules shall be made only by the CO.

#### 12 **G.4 Roles and Responsibilities**

13 (a) Contracting Officer: The Government's CO has overall responsibility and ultimate authority consistent  
14 with applicable warrant(s) for this contract(s) and all underlying task orders. The CO will review and approve  
15 all base contract and underlying task order requests and their modifications. The CO may require dismissal  
16 from work those Contractor employees deemed incompetent, careless, insubordinate, unsuitable, or otherwise  
17 objectionable, or whose continued employment is deemed contrary to the public interest or inconsistent with the  
18 best interest of national security.

19 (b) Contracting Officer's Technical Representative: The COTR will have general oversight of the Contractor's  
20 performance.

21  
22 (c) Contractor:

23  
24 The Contractor shall furnish the Government's cognizant CO with the name of the designate Program Manager  
25 (PM) assigned to manage and represent this effort. The Contractor's PM is a key person for the task order and  
26 shall be available for applicable activities at the beginning of the task order.

#### 27 28 **G.5 Changes**

29  
30 The Ex-Im Bank reserves the right to modify resource requirements as work, funding and changing conditions  
31 require. Proposed changes in support and applicable funding may occur at the discretion of the Government.  
32 Failure of the parties to reach a mutual agreement may be resolved pursuant to the Dispute clause of this task  
33 order or by unilateral withdrawal of the specified work by the Export-Import Bank and applicable funding  
34 reductions.

#### 35 36 **G.6 Submission of Invoices**

37  
38 (a) Each invoice shall be claim specific. After payments from debtors are confirmed by Ex-Im Bank, the  
39 Contractor shall submit proper invoices including one original and one copy of each invoice for each collection.

40  
41 (b) To constitute a proper invoice, each invoice submitted must include the following information and attached  
42 documentation:

- 43 (1) Name of the Contractor, invoice number and date;
- 44 (2) Task Order Number;
- 45 (3) Contract Line Item Number(s) (CLINs);
- 46 (4) Claim name and number;
- 47 (5) Claim amount;

- 1 (6) Recovery fee percentage;
- 2 (7) Country/Region;
- 3 (8) ExIm Recovery Officer;
- 4 (9) Cash receipt number (from ExIm's notification);
- 5 (10) Chronological invoice history for a given claim; and,
- 6 (11) Remittance address.
- 7

8 (c) The original invoice will be marked (stamped) "Original Copy." The original of each invoice shall be  
9 submitted to the address of the Contracting Officer provided in Section G.2.

10  
11 **G.7 Contractor's Payment Address**

12  
13 **TBD**

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17 [END OF SECTION G]  
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## SECTION H – SPECIAL CONTRACT REQUIREMENTS

### H.1 Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way under the terms of this contract, resulting in whole or in part from the negligent act or omissions of the Contractor.

### H.2 Non-Disclosure

(a) The Contractor and all Contractor personnel who will be personally and substantially involved in the performance under this contract shall execute and submit a Non-Disclosure Agreement prior to the commencement of any work. The Agreement shall prohibit the disclosure of any information that Contractor employees will have access to in the performance of work under this contract. The applicable non-disclosure statement will be provided by the CO.

(b) Except as authorized in writing by the CO, the Contractor shall not disclose, orally or in writing, any:

1. Proprietary Information (that is, technical information, such as trade secrets, which is proprietary to any person or firm); or

2. Privacy Information (that is, information protected under the provisions of the Privacy Act of 1974);

3. Privileged Information (that is, financial or commercial information concerning another person or firm which is privileged or personally confidential); or

4. Government Information (that is, information or data stored, processed, or handled in providing services under this Contract or which may come into the possession of the Contractor in providing services under this Contract).

(c) The Contractor shall not use or access any information described in paragraph (a) above for any purpose other than to perform this task order in accordance with its terms and conditions.

(d) The Contractor shall obtain from each of its employees a written agreement to protect all such information described in paragraph (a) above against accidental or intentional disclosure. All such agreements shall be subject to the approval of the CO. In addition, the Contractor shall require its employees, through appropriate training and promulgation of company policies and procedures, to comply with the provisions of this section.

(e) The restrictions in this section do not apply to any information if and when such information becomes part of the public domain.

(f) The Contractor shall include, or require the inclusion of, the substance of this Section in all subcontracts, including lower-tier subcontracts, unless otherwise specified in writing by the CO.

### H.3 Contract Staffing and Key Personnel

(a) Key personnel identified in this part for the overall contract shall be available as proposed for at least the base period unless they permanently leave the employment of the company. Furthermore, these key personnel shall not be replaced or superseded at any time during the contract without prior written notification to and approval of the Contracting Officer (CO).

(b) Substitute personnel shall possess equivalent or superior qualifications to personnel being replaced. If the CO and the COTR determine that the proposed substitute personnel is/are unacceptable, or that the reduction of effort would be so substantial as to impair successful performance, the Contractor may be subject to default action. If deemed necessary by the Government, substitute personnel shall be given a one (1) day orientation by Contractor personnel at no additional cost to the Government and with no change in the delivery schedule. In the event that the performance of assigned Contractor personnel or any substitute(s) is determined by the Government to be unsatisfactory at any time during the life of the Contract, the Government reserves the right to request and receive satisfactory personnel replacement within ten (10) calendar days of receipt by the Contractor of written notification. Notification will include the reason for requesting replacement personnel.

(c) In order to ensure a smooth and orderly start up of work, it is essential that the key personnel identified be available on the effective date of the task order. If these personnel are not made available at that time, the Contractor shall notify the Government CO and show cause. Failure of the Contractor to not show cause may be taken as admission that no valid cause or explanation exists, and the Contractor may be subject to default action.

(d) Failure to provide key personnel may be considered non-performance by the Contractor unless such failure is beyond the control, and through no fault or negligence of the Contractor.

(e) To maintain overall contract cost control, the Contractor may propose the same individual as key personnel for more than one key personnel position identified in this section. In so doing, due consideration should be given for the workload involved. The CO will review and either approve or deny in advance, based on the apparent best interest of the Government, any multiple key personnel roles proposed in writing by the Contractor.

#### (f) Contract Key Personnel

The Government has identified the following Contractor's personnel as key personnel for overall administration and responsibility for this task order:

1. Contracting Official for the contract
2. Project Manager
3. Recovery officer

#### H.4 Non-Personal Services

The Contractor supplied personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor shall select, supervise, and exercise control and direction over its employees (including sub-contractors) under this contract. The Government shall not exercise any supervision or control over the Contractor in its performance of contractual services under this task order. The Contractor is accountable to the Government for the action of its personnel. As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this task order. Contractor employees will not be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action. The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. Contractor employees shall not state orally or in writing, at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this task order, the Contractor employee shall state that they have no authority to in any way change the task order and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the CO for that task order and not carry out the direction until a clarification has been issued by the CO. The Contractor shall insure that all of its employees working on this task order are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the task order, including those related to the Government's right to inspect and accept the services to be performed under this task order. The substance of this clause shall be included in all subcontracts at any tier.

#### H.5 Post Award Organizational Conflicts of Interest

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the CO. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the CO, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The CO may terminate this contract for convenience, in whole or in part, if the CO deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the CO, the Government may terminate the task order for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this task order.

1 (d) The Contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is  
2 requested from, and granted by, the CO.

3  
4 (e) In the event that the Contractor is engaged in activity that would create a potential conflict of interest, the  
5 Contractor shall:

- 6
- 7 1. Notify the CO of a potential conflict, and;
- 8 2. Recommend to the Government an alternate tasking approach which would avoid the  
9 potential conflict, or
- 10 3. Present for approval a conflict of interest mitigation plan that will:
  - 11 a. Describe in detail the requirement that creates the potential conflict of interest;
  - 12 b. Outline in detail the actions to be taken by the Contractor or the Government in the  
13 performance of the task to mitigate the conflict, division of subcontractor effort,  
14 and limited access to information, or other acceptable means.
- 15 4. The Contractor shall not commence work on a task related to a potential conflict of  
16 interest until specifically notified by the CO to proceed.
- 17 5. If the CO determines that it is in the best interest of the Government to issue a notice to proceed,  
18 notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with  
19 FAR 9.503 and approval obtained from the agency head or head of the contracting activity.  
20

21  
22 [END OF SECTION H]

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## SECTION I – SUPPLEMENTAL CONTRACT CLAUSES

### I.1 Clauses Incorporated by Reference

This task order incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO 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>.

<u>CLAUSE</u>	<u>TITLE</u>	<u>DATE</u>
52.217-8	Option to Extend Services	NOV 1999
52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.237-3	Continuity of Services	JAN 1991
52.246-20	Warranty of Services	MAY 2001
52.246-25	Limitation of Liability – Services	FEB 1997

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19  
20

### I.2 Option to Extend Services (FAR 52.217-8)(NOV 1999)

21 Insert “30 days” in the blank provided.  
22

23  
24

### I.3 Option to Extend the Term of the Contract (FAR 52.217-9)(MAR 2000)

25 At paragraph (a) insert “14 days” in both of the blanks provided. At paragraph (c) insert “sixty (60)  
26 months” in the blank provided.  
27

28  
29

### I.4 Warranty of Services (FAR 52.246-20)(MAY 2001)

30 Insert “within 30 days from the date of acceptance by the Government” in the blank provided.  
31

32 [END OF SECTION I]  
33

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3                   **SECTION J – LIST OF ATTACHMENTS & TECHNICAL EXHIBITS**  
4

5

6	Technical Exhibit	J.1	Data Item Descriptions
7			
8	Technical Exhibit	J.2	Countries by Regional Classification
9			
10	Technical Exhibit	J.3	Litigation Request Form
11			
12	Technical Exhibit	J.4	Performance Requirements Summary
13			
14	Attachment	J.5	Non-Disclosure Form (reserved for award)
15			
16	Attachment	J.6	SF-18
17			

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19                   [END OF SECTION J]  
20