

**Export-Import Bank
On Behalf of
Office of Board Authorized Finance
Asset Management Division
To Provide Loan Recovery Assistance**

**PERFORMANCE WORK STATEMENT (PWS)
February 18, 2025**

1.0 INTRODUCTION

EXIM Bank seeks to contract for loan recovery assistance from a recovery firm principally collecting balances of certain paid claims under its credit guarantee and insurance programs.

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform legal services of an EXIM Bank **defaulted debt of [REDACTED] Claim No: G079335 – [REDACTED]**, as defined in this Performance Work Statement except for those items specified as Government furnished property and services.

2.0 BACKGROUND

(a) The Export-Import Bank of the United States (“EXIM 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 EXIM Bank pays on claims related to insurance policies and guarantees. Upon payment of the claim it becomes the responsibility of the Asset Recovery Group (“ARG”) within the Asset Management Division of EXIM Bank (“AMD”) to seek repayment from the debtor and/or guarantors.

(b) Throughout this document the term “recovery officer(s)” will be used. For the purposes of this document, recovery officer(s) refers to the International Recovery Officers, Working Capital Officers, and Managing Director – Recoveries; within ARG.

3.0 SCOPE

The contractor shall provide legal services and servicing of defaulted loans which may include borrower negotiations, restructuring, and workout agreements. The Contractor shall provide the following but not limited to provide loan recovery services, institute legal proceedings, provide credit restructuring services and take such other actions required to effect recovery for EXIM Bank.

4.0 OBJECTIVES (NATURE OF WORK)

To provide legal services, recover assets, institute legal proceedings and/or provide credit restructuring related to the claim(s), involving the debtor and guarantor(s).

5.0 APPLICABLE DIRECTIVES

1. EXIM Bank's AMD procedures
2. Industry practices as observed by peer institutions including Federal Agencies, foreign ECAs, and multilateral development banks

6.0 GOVERNMENT FURNISHED INFORMATION OR PROPERTY

EXIM Bank will notify Contractor by email from the COR as to the specifics of each case to be recovered.

7.0 SPECIFIC REQUIREMENTS/TASKS

Task Introduction:

Contractor shall analyze the specifics of the case, consider recovery strategies and implement actions based on the potential recoveries and risks with the aim of maximizing collections on behalf of the EXIM Bank. This section applicable to the recovery of **G079335–** [REDACTED] [REDACTED] will require only legal services / costs since the recovery is directly by EXIM Bank [recovery officer Enrique Sotelo], yet the loan has a collateral [real estate] in Istanbul, Turkey, which requires local counsel's monitoring and release of local collateral support. Thus, contract is only for legal services / costs within Turkey.

Contractor will instruct debtor to remit recovered funds directly to EXIM designated accounts. In the event the Contractor receives directly recovered funds, the Contractor shall remit the funds in their entirety (without deduction of expenses or collection fee) promptly to EXIM's designated account.

EXIM reserves the right to cease work on case in the event that:

1. EXIM determines the Contractor's work is unsatisfactory
2. The Contractor requests release from the Case
3. It is determined to be in the best interest of the Government

Task 1 – N/A

Task 2 – N/ A

Task 3 – The Contractor shall provide legal services in Istanbul, Turkey, as may be required by EXIM Bank.

- a. Prior to taking legal action and incurring related costs, the Contractor shall request and obtain in writing the approval from the Recoveries Group, Asset Management Division and EXIM Bank's Office of the General Counsel through the Litigation Request Form. Once authorized, the Contractor shall file legal proceedings against the Debtor [and the Guarantors].

- b. The Contractor shall provide a break-down of anticipated work/cost on a Litigation Request Form. The Government will review the Form to determine the acceptability of request/cost. Once the Contractor is authorized by EXIM Bank to pursue litigation against a debtor, work of this nature can be completed by the Contractor.
- c. Contractor understands compensation for Task 3 services only entails Legal services / local related expenses, approved in advance.

8.0 CONTRACTOR QUALIFICATIONS

- a. Work is to be completed in Turkey and Contractor shall have experience in the following: locating assets, in particular hidden assets if any, and embargoing (placing liens) and executing upon such assets; drafting / negotiating restructuring agreements appropriate for debtors of the type in this matter; and litigating the collection matter at all levels of courts through the debtor's country.
- b. The Contractor shall be a law firm registered/licensed in the Turkish Bar Association to practice law in Turkey. Any subcontracted effort must also be registered/licensed in the Turkish Bar Association.
- c. The Contractor shall have experience handling collection matters of this sort on behalf of foreign entities, and especially foreign government entities such as EXIM Bank (Contractor shall provide documentation noting relevant experience with foreign government entities). This requirement is to ensure Contractor is able to understand legal risks that may be raised during representation of the foreign government entity. These risks include the risk of counter-suits, referrals for criminal prosecution, withholding tax questions, and the ability to communicate in the local language.

9.0 DELIVERABLES

<i>Deliverable Item</i>	<i>PWS Section</i>	<i>Due Date</i>	<i>Format/ Quantities</i>
Project Task Log	Project Task Log, Para a.	Once every other month	Electronic, (In English)
Conflict of Interest notification	Task 1 Para b.	Within 5 business days of identifying conflict	Email
Written Brief for active Cases	Task 2 Para b.	Quarterly on active cases	Email
Collected Funds report	Task 2 Para c.	Fifteen days from COR notification in terms of incoming funds	Written report
Litigation Request Form with break-down of anticipated work/cost	Task 3 Para b.	Upon determined litigation is required	Written Document

10.0 PERFORMANCE REQUIREMENT SUMMARY (PRS)

Task or Deliverable	Performance Standard	Acceptable Quality Level (AQL)	Surveillance Method	Performance Rating	Incentives/ Disincentives
Task 1: Case Analysis/Due Diligence	Timeliness, complete and thorough record keeping, good communication.	100% Compliance with Turkish law respectively, thoroughness and accuracy. Regular and ad-hoc meetings between contractor and Government as needed	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93%) Unsatisfactory (less than 90%).	Positive or negative CPARS rating
Conflict of Interest Notification	Complete, accurate and timely	100% accuracy. All deliverables as described in the PWS and specified in the approved Schedule of Deliverables	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93%) Unsatisfactory (less than 90%).	Positive or negative CPARS rating
Task 2: Recovery of Defaulted Principal/ Contingency	Timeliness, complete and thorough record keeping, good communication.	100% Compliance with Turkish law, thoroughness	Surveillance by EXIM Bank COR will be performed as	Exceptional Very Good Satisfactory Marginal Unsatisfactory	Positive or negative CPARS rating

		and accuracy. Regular and ad-hoc meetings between contractor and Government as needed	the Event occurs.	Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93%) Unsatisfactory (less than 90%).	
Written Brief for Active Cases	Complete, accurate and timely All cases accounted for	100% accuracy. All deliverables as described in the PWS and specified in the approved Schedule of Deliverables	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93%) Unsatisfactory (less than 90%).	Positive or negative CPARS rating
Collected Funds Report	Complete, accurate and timely Accurate accounting of expenses.	100% accuracy. All deliverables as described in the PWS and specified in the approved Schedule of Deliverables	Surveillance by EXIM Bank COR via portfolio monitoring of existing outstanding claims as well as site visits.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93%) Unsatisfactory (less than 90%).	Positive or negative CPARS rating Unrecovered cases might be recalled back to EXIM Bank's portfolio and Contractor instructed to "Cease and Desist" from any further

					recovery efforts.
Task 3: Provide Litigation	Timeliness, complete and thorough record keeping, good communication.	100% Compliance with Turkish law respectively, thoroughness and accuracy. Regular and ad-hoc meetings between contractor and Government as needed	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93%) Unsatisfactory (less than 90%).	Positive or negative CPARS rating
Litigation Request Form with Breakdown of Anticipated Work/Cost	Complete, accurate and timely Clear breakdown of projected expenses.	100% accuracy. All deliverables as described in the PWS and specified in the approved Schedule of Deliverables	Surveillance by EXIM Bank COR will be performed as the Event occurs.	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%) Very Good (between 98% and 96%); Satisfactory (between 93% and 95%) Marginal (between 91% and 93%) Unsatisfactory (less than 90%).	Positive or negative CPARS rating
Business Relations	Professional and respectful of all parties	Regular and ad-hoc meetings between contractor and Government	Semi-Annual Performance Evaluation	Exceptional Very Good Satisfactory Marginal Unsatisfactory Exceptional (greater than 99%)	Positive or negative CPARS rating

				<p>Very Good (between 98% and 96%);</p> <p>Satisfactory (between 93% and 95%)</p> <p>Marginal (between 91% and 93%)</p> <p>Unsatisfactory (less than 90%).</p>	
Management of Key Personnel	<p>Appropriate credentials for the work involved</p> <p>Attends scheduled meetings if needed</p> <p>Available for ad-hoc meetings as necessary for contractual concerns</p>	Regular and ad-hoc meetings between contractor and Government as needed	Semi-Annual Performance Evaluation	<p>Exceptional</p> <p>Very Good</p> <p>Satisfactory</p> <p>Marginal</p> <p>Unsatisfactory</p> <p>Exceptional (greater than 99%)</p> <p>Very Good (between 98% and 96%);</p> <p>Satisfactory (between 93% and 95%)</p> <p>Marginal (between 91% and 93%)</p> <p>Unsatisfactory (less than 90%).</p>	Positive or negative CPARS rating