



Request for Quotations (RFQ)

RFQ Number: KE-1133-FY26-RFQ-01

Issuance Date: November 14, 2025

Deadline for Offers: **November 28, 2025**, 5:00 PM Country local time

Description: RFQ for Legal Services

For: USDA-funded Food for Progress Program-Kenya

Funded By: United States Department of Agriculture (USDA),
Cooperative Agreement No. FCC-615-2025_014-00

Implemented By: Counterpart International Inc.

COUNTERPART International (hereinafter COUNTERPART) is seeking written quotes from qualified individuals, organizations and/or firms for Legal Services as described below. Please take the time to read and understand these sections as failure to respond fully may result in your submission being determined to be non-responsive and removed from further consideration.

Questions are due by: **November 21, 2025**
E-Mail: procurement.ke1133@counterpart.org
No phone inquiries please.

Section 1: Instructions to Offerors

1. **Introduction**: The Food for Progress Program is a USDA program implemented by Counterpart International in Kenya. Counterpart International will over a period of approximately five years, use the proceeds from sale of commodities to implement the project in Kenya focused on achieving the following objectives:

- To expand trade in agricultural products
- To increase agricultural productivity through improved feed quality and affordability at scale and adoption of best practices

Counterpart International will expand international trade in agricultural goods (USDA Strategic Objective 2) by strengthening harmonization and implementation of livestock feed regulations, supporting trade facilitation between exporters and Kenyan buyers, investing in industry-wide upgrading and commercialization, and increasing farmer demand and awareness of high-quality feed products.

In support of project activities, Counterpart requires a licensed and registered firm or individual to provide legal services to the project. The purpose of this RFQ is to solicit quotations from eligible Vendors for legal services relating to Counterpart's operations in Country. As a result of this RFQ, Counterpart anticipates issuing one or more Blanket Purchase Agreements (BPAs), vendor contracts, or engagement letters (hereinafter the "established mechanism") to



establish specific pricing levels and specifications for these services. The specific mechanism to use can be determined with the selected firm or firms. If a BPA is selected, it will allow Counterpart to issue specific ordering documents, on an as-needed basis, for the procurement of these items over the next 12 months. The Vendor shall furnish the services described in any ordering documents issued by Counterpart under the established mechanism. Counterpart is only obligated to pay for services ordered through ordering documents issued under the established mechanism and delivered by the Vendor in accordance with the terms/conditions of the established mechanism.

Offerors are responsible for ensuring that their offers are received by Counterpart in accordance with the instructions, terms, and conditions described in this RFQ. Failure to adhere with instructions described in this RFQ may lead to disqualification of an offer from consideration.

2. **Offer Deadline and Protocol:** Offers must be received no later than 5:00 pm, Kenya time on **28 November 2025**, by email sent to procurement.ke1133@counterpart.org.

Please reference the RFQ number in any response to this RFQ. Offers received after this time and date will be considered late and will only be considered at the discretion of Counterpart.

3. **Questions:** Questions regarding the technical or administrative requirements of this RFQ may be submitted no later than 5:00 pm Kenya time on **November 21, 2025** by email to procurement.ke1133@counterpart.org. Questions and requests for clarification – and the responses thereto – will be circulated to all RFQ recipients who have indicated an interest in bidding.

Only the written answers issued by Counterpart will be considered official and carry weight in the RFQ process and subsequent evaluation. Any verbal information received from employees of Counterpart, or any other entity should not be considered an official response to any questions regarding this RFQ.

4. **Specifications:** Section 3, “**Technical Specifications and Technical Requirements**” contains the technical specifications of the services that may be ordered under the established mechanism.

At this time, specific quantities to be purchased under any established mechanism resulting from this RFQ are unknown. Frequencies will depend on the needs of the Project. Individual ordering documents will be issued under the established mechanism, as the need arises for additional services.

5. **Quotations:** The per-unit pricing in quotations in response to this RFQ must be priced on a fixed-price, all-inclusive basis, including delivery and all other costs. Pricing must be presented in USD. Counterpart will pay in US Dollars or local currency per instructions of the Country Central Bank. Offers must remain valid for not less than ninety (90) calendar days after the offer deadline.



In addition, offerors responding to this RFQ are requested to submit the following:

- Organizations responding to this RFQ are requested to submit a copy of their official registration -and practicing license in Country.
 - Portfolio/brochure of their services, list of clients, and any other information in support of their quotation.
 - Legal Identity: Full legal name and physical address of the company.
 - Registration Credentials: Attach corporate and tax registration certificates.
 - Establishment: Year of establishment or commencement of business operations.
 - Legal Representative: Full name and title of the president or managing director.
 - Current Practising Certificate (PC) and Roll or Membership status in the Law Society of Kenya (LSK) of the Advocates who will be acting for Counterpart
 - Ownership: Names of individuals or entities with an ownership stake of 50% or more.
 - Small Business Status (U.S. Companies Only): Indicate if you are registered as a Small Business, including categories such as Woman-Owned, Veteran-Owned, Minority-Owned, Disabled, or Service-Disabled Veteran-Owned.
 - Bank Details will be required after an offeror is selected.
 - Offeror’s Terms & Conditions.
6. **Delivery**: The service location for the legal services described in this RFQ is Kenya. As part of its response to this RFQ, each offeror is expected to provide an estimate (in calendar days) of the delivery timeframe (after receipt of order). The delivery estimate presented in an offer in response to this RFQ must be upheld in the performance of any resulting contract.
7. **Source/Nationality/Manufacture**: All goods and services offered in response to this RFQ or supplied under any resulting award must meet the source and origin requirements specified in the award. The cooperating country for this RFQ is Kenya.

Offerors may not offer or supply any commodities or services that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.

8. **Taxes and VAT**: The Project is in the process of applying for and anticipates receiving an exemption from Kenya taxes, duties, and VAT. As such, all prices must be presented exclusive of any taxes, duties, and VAT.
9. **Ethical and Social Operating Standards**:
Vendor hereby agrees that Vendor and Vendor’s employees and subcontractors, if any, shall abide by and follow all established written policies of Counterpart International related to work conduct, including, but not limited to, The Counterpart International code of conduct. The Counterpart International code of conduct (<https://www.counterpart.org/wp-content/uploads/2020/02/Global-Code-of-Conduct-2020.pdf>) vendors, inter alia, that Counterpart International does “not engage in theft, corrupt practices, nepotism, bribery, or trade in illicit substances.” Counterpart International’s procurement systems and policies are designed to maximize transparency and minimize the risk of corruption in Counterpart International’s operations.



Vendor hereby acknowledges that Counterpart International will not tolerate any form of retaliation against Vendor, Vendor’s employees or subcontractors, if any. Counterpart International hereby requests that Vendor:

- (i) inform Counterpart International in the event of any retaliation by an Counterpart International worker against Vendor, Vendor’s employees or subcontractors (if any) for having made a good faith disclosure during the Term, and
- (ii) report such events by notifying an Counterpart International supervisor locally or by using Counterpart International’s confidential email address: whistleblower@counterpart.org, Ethicspoint, which can be accessed at www.ethicspoint.com.

10. **Eligibility:** By submitting an offer in response to this RFQ, the offeror certifies that it and its principal officers are not debarred, suspended, or otherwise considered ineligible for an award by the U.S. Government. Counterpart will not award a contract to any firm that is debarred, suspended, or considered to be ineligible by the U.S. Government.

11. **Evaluation and Award:** The award will be made to a responsible offeror whose offer follows the RFQ instructions, meets the eligibility requirements, and is determined via a **trade-off** analysis to be the best value based on application of the following evaluation criteria.

| Evaluation Criteria | Evaluation Sub-criteria | Maximum Points |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Technical Approach, and Methodology | Technical expertise: does the offeror have the technical capacity to provide legal services to NGOs in the field of registration, tax clearance, social security, financial report, visas, residencies, and letters of approvals from security authorities, particularly as applied to USDA or other US Government implemented projects? | 20 points |
| | Does the offeror have the technical expertise to provide the services described in Section 3 of this RFQ? Does the offeror demonstrate these capabilities in English showing sound communication skills and effectively communicating the services to be provided? | 10 Points |
| | Sector Knowledge: Does the offeror demonstrate their knowledge related to technical sectors required by the Scope of Work? Offerors should provide a brief overview of past performance in Country legal environment, particularly in relations to operations of USDA or other US Government implementing partners registered Country. | 20 points |
| Total Points – Technical Approach | | 50 points |
| Management, Key Personnel, and Staffing Plan | Personnel Qualifications: Does the Offeror demonstrate understanding of the needs set forth in the Technical Specifications and that services will be conducted by experienced staff. CVs of staff demonstrate a team experienced in providing legal services to international NGOs working and USDA or other US Government projects in Country. | 15 points |
| Total Points – Management | | 15 points |
| Corporate Capabilities, Experience, and Past Performance | Company Background and Experience: Does the offeror have a record of well-established and successful delivery of similar services? Has the offeror provided evidence of its ability to provide legal services through references that can affirm its technical qualifications? | 15 points |
| Cost | Cost: Companies are requested to submit their best and final offer price. Cost will be evaluated to identify the best value determined of the required service/s. | 20 points |
| Total Points – Corporate Capabilities | | 35 points |
| Total Points | | 100 points |



Please note that if there are significant deficiencies regarding responsiveness to the requirements of this RFQ, an offer may be deemed “non-responsive” and thereby disqualified from consideration. Counterpart reserves the right to waive immaterial deficiencies at its discretion.

Best-offer quotations are requested. It is anticipated that award(s) will be made solely on the basis of these original quotations. However, Counterpart reserves the right to conduct any of the following:

- Counterpart may conduct negotiations with and/or request clarifications from any offeror prior to award.
- Counterpart may conduct interviews of Offerors found to be most qualified to perform the services required, based upon the criteria listed in this RFQ. If so, the offerors will be notified in advance of the exact interview date and time.
- While preference will be given to offerors who can address the full technical requirements of this RFQ, Counterpart may issue a partial award or split the award among various Vendors, if in the best interest of the Project.
- Counterpart may cancel this RFQ at any time.
- Counterpart may reject any and all offers, if such action is considered to be in the best interest of Counterpart.

Please note that in submitting a response to this RFQ, the offeror understands that USDA is not a party to this solicitation and the offeror agrees that any protest hereunder must be presented—in writing with full explanations—to the Project for consideration, as USDA will not consider protests regarding procurements carried out by implementing partners. Counterpart, at its sole discretion, will make a final decision on the protest for this procurement.

12. **Terms and Conditions**: This is a Request for Quotations only. Issuance of this RFQ does not in any way obligate Counterpart, or USDA to make an award or pay for costs incurred by potential offerors in the preparation and submission of an offer.

This solicitation is subject to Counterpart’ standard terms and conditions. Any resultant award will be governed by these terms and conditions; a copy of the full terms and conditions is available upon request. Please note the following terms and conditions will apply:

- (a) Counterpart’ standard payment terms are net 30 days after receipt and acceptance of any product or deliverables. Payment for ordering documents issued under any established mechanism resulting from this RFQ will only be issued to the entity submitting the offer in response to this RFQ and identified in the corresponding established mechanism award; payment will not be issued to a third party.
- (b) Counterpart anticipates issuing one or more BPAs, vendor contracts, or engagement letters to establish specific pricing levels and specifications for these services. The specific mechanism to use can be determined with the selected firm or firms. If a BPA is selected, the Project anticipates issuing one or more BPA under which specific ordering documents can be issued—on an as-needed basis—at the pricing levels established in the BPA. When the need arises for the services described in the BPA, the Project will issue an ordering document to the BPA-holder. If there are multiple BPA-holders as a result of this RFQ,



the ordering document will be issued to the BPA-holder that presents the best value for that specific order, based on price and delivery time. Any BPA issued as a result of this RFQ will have a minimum duration of 12-24 months. The Vendor shall furnish the services described in any ordering documents issued by the Project under the BPA. The Project is only obligated to pay for services to the extent ordering documents are issued under any BPA resulting from this RFQ.

- (c) No commodities or services may be supplied that are manufactured or assembled in, shipped from, transported through, or otherwise involving any of the following countries: Burma (Myanmar), Cuba, Iran, North Korea, (North) Sudan, Syria.
- (d) United States law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. The Vendor under any award resulting from this RFQ must ensure compliance with these laws.



Section 2: Offer Checklist

To assist offerors in preparation of proposals, the following checklist summarizes the documentation to include an offer in response to this KE-1133-FY26-RFQ-01

- Cover letter, signed by an authorized representative of the offeror (see Section 4 for template)

- Official quotation, including specifications of offered services (see Section 3 for example format)

- Copy of offeror's registration or business license.

- 3 references (Company name, contact name(s), title(s), phone number(s), e-mail addresses(s)), for similar services provided to Non-Governmental Organizations (NGOs) in Country.

- CVs of staff available to provide legal services. Staff must have the required legal training, at least 3 years legal service experience and must be fluent in written and spoken English.



Section 3: Specifications and Technical Requirements

This section outlines the services that will be required under the established mechanism. We request offerors to submit quotes on their official letterhead or other formal quote format for the cost to prepare the following:

| Item | Description | Unit | Frequency | Unit Price (USD) |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------|------------------|
| 1 | Legal review of Counterpart Employee Handbook , updating to align with local law | Each | One-time | |
| 2 | Preparation of an Employment Agreement for use by Counterpart in hiring local staff | Each | One-time | |
| 3 | Legal Labor Documents Review: Review employment related documents and provide written legal advice on labor contractual issues including social benefits, accruals, payments, terminations, disciplinary actions, and all aspects of recruitment | Per Page (1-10 pages) | N/A | |
| 4 | Legal Labor Documents Review: Review employment related documents and provide written legal advice on labor contractual issues including social benefits, accruals, payments, terminations, disciplinary actions, and all aspects of recruitment | Per Page (More than 10 pages) | N/A | |
| 5 | Legal Contractual Document Review (1-10 Pages Per Document): Review contracts and provide legal guidance on Counterpart's contractual relationships with local vendors, sub-grant recipients, and service providers | Per Page (1-10 pages per document) | N/A | |
| 6 | Legal Contractual Document Review (More than 10 Pages Per Document): Review contracts and provide legal guidance on Counterpart's contractual relationships with local vendors, sub-grant recipients, and service providers | Per Page (more than 10 pages) | | |



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|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|--|
| 7 | Dispute Resolution and Litigation: Handle disputes that may arise with staff, local partners, contractors, or between the Organization and local or federal Kenyan authorities | Hourly Rate | N/A | |
| 8 | Annual Return filing with Registrar of Companies | Each | Annual | |
| 9 | Data Protection registration and compliance support (ODPC). | Each | One-time | |
| 10 | Representation before KRA in audits, objections, or clarifications | Each | As needed | |
| 11 | Court Representation: Representation before Kenyan courts (Employment & Labor Relations Court, Magistrates Court, High Court, etc.) including filing of pleadings, appearances, submissions, and related litigation processes | Hourly Rate | As needed | |
| 12 | Ad hoc legal advice and assistance at various advisory levels (i.e., senior level, mid-level, paralegal, etc.) | Hourly Rate | N/A | |
| 13 | Visa, work permit, and related assistance | Each | As needed | |

Counterpart intends to acquire the services of a reputable law firm to provide required legal services at a competitive rate. The legal firm shall be readily available to promptly perform the legal services below, as requested. The Offeror should provide three references from the non-Governmental sector for similar services provided (see Section 2. Checklist):

1. **Representation:**

- a- Address local regulatory, tax, banking, labor, registration, visas, residency security authorities and compliance matters.
- b- Submit annual financial reports to the relevant government entities.
- c- Support with responding to any request made by government authorities, such as Ministry of Labor or other similar agencies.
- d- Enroll current and future staff at the Tax and Social Security offices.
- e- Handle the payment of the monthly social security subscription and the tax on behalf of Counterpart.
- f- Dispute Resolution and Litigation: Handling disputes that may arise with local partners, contractors, or between the organization and local government authorities. This includes representation in court, arbitration, and mediation sessions.
- g- Submit the annual report to the relevant government entities, the report will be already prepared by Counterpart Int. team.



- h- Create annual financial report for the organization's office, the report must be certified by the Country legal accountant's associate.

2. Legal Guidance:

- a- As requested, provide legal guidance, including written legal opinions, on labor matters such as:
 - Labor regulations and compliance
 - Acceptable and standard local employer practices
 - Local statutory requirements
 - Social benefits, accruals, payments, terminations, disciplinary actions, and all aspects of recruitment from start to finish for local staff in Kenya.
 - Any other labor requirements of labor issues that may arise
- b- Provide templates or review Counterpart templates related to employment in line with local labor laws in Kenya.
- c- As requested, review of employment contractual documentation where applicable
- d- As requested, review and update Counterpart's local Human Resources Employee Handbook to comply with any updates to labor laws/regulations, including ensuring it adheres to Kenya labor laws, and provide answers to legal questions related to employment in Kenya.
- e- As requested, provide legal guidance on Counterpart's contractual relationships with local vendors, sub-grant recipients, and service providers.
- f- As requested, Register Power of Attorney for Counterpart Representative, and facilitation designation of Country Representatives as necessary.

3. Visas, Work Permits, and Related Assistance:

- a- As requested by the Counterpart Representative, provide advice and assistance in complying with requirements governing Counterpart expatriate staff regarding admission, working, and residing in Kenya.
- b- Assist in issuing visas for expatriate staff in Kenya.
- c- Assist in issuing residency for counterpart expatriate staff.
- d- Assist in coordinating blood test for expatriate staff related to multi entry visa.



Section 4: Offer Cover Letter

The following cover letter must be placed on letterhead and completed/signed/stamped by a representative authorized to sign on behalf of the offeror:

To: Counterpart International
1919 Pennsylvania Avenue NW, Suite 425,
Washington, DC 20036

Reference: KE-1133-FY26-RFQ-01

To Whom It May Concern:

We, the undersigned, hereby provide the attached offer to perform all work required to complete the activities and requirements as described in the above-referenced RFQ. Please find our offer attached.

We hereby acknowledge and agree to all terms, conditions, special provisions, and instructions included in the above-referenced RFQ. We further certify that the below-named firm—as well as the firm’s principal officers, and all commodities and services offered in response to this RFQ—are eligible to participate in this procurement under the terms of this solicitation and under US Government regulations.

Furthermore, we hereby certify that, to the best of our knowledge and belief:

- We have no close, familial, or financial relationships with any other offerors submitting proposals in response to the above-referenced RFQ; and
- The prices in our offer have been arrived at independently, without any consultation, communication, or agreement with any other offeror or competitor for the purpose of restricting competition.
- All information in our proposal and all supporting documentation is authentic and accurate.
- We understand and agree to Counterpart’s prohibitions against fraud, bribery, and kickbacks.

We hereby certify that the enclosed representations, certifications, and other statements are accurate, current, and complete.

Authorized Signature: _____

Name and Title of Signatory: _____

Date: _____

Company Name: _____

Company Address: _____



Company Telephone and Website: _____

Company Registration or Taxpayer ID Number: _____

Does the company have an active bank account (Yes/No)? _____

Official name associated with bank account (for payment):