

**UNITED STATES OF AMERICA CHESS FEDERATION
REQUEST FOR PROPOSAL – MERCHANDISE LICENSE AGREEMENT**

The United States of America Chess Federation (“US Chess”), a 501(c)(3) organization, is the governing chess body for organized chess within the United States of America, and one of the federations of the World Chess Federation (a.k.a. Federation Internationale des Echecs).

Project

US Chess seeks bids relating to the outsourcing of manufacturing, distributing, and selling of chess-related books, equipment, and other goods (the “Products”). To effectuate this objective, US Chess would provide the vendor a non-exclusive license in and to the following US Chess trademarks, tradenames, and logos (“US Chess IP”): (see two marks attached) to reproduce, use, distribute, and display them on products to be exclusively manufactured, distributed, and sold by the Vendor. At a minimum, the branded products would include (a) clothing and apparel,¹ including, but not limited to, t-shirts, polo shirts, jackets, necklaces, wristbands, hats, backpacks, and satchels; (b) playing equipment, including, but not limited to, chess boards, chess sets, chess bags, and chess clocks; and (c) collectible items, including, but not limited to, cups, calendars, mouse pads, pens, pencils, key rings, coasters, binders/portfolios, stress balls, and towels. Vendor shall agree that US Chess retains the right to approve of the use of US Chess IP on any other products Vendor desires to manufacture, distribute, or sell under the agreement.

It is contemplated that the vendor would be the exclusive manager and supplier of the US Chess sales website (“uscfsales.com”), product catalogs, and, as mutually agreed upon in writing by the parties, other US Chess-branded channels of trade.

All revenue derived from Vendor’s sales of product shall be the property of Vendor, subject to the payment of fees and royalties to US Chess. Vendor shall be permitted to manufacture, distribute, and sell products not subject to the terms of its agreement with US Chess, even for a competitor of US Chess. Vendor’s relationship with US Chess would be on an independent contractor basis, not as an employee.

Contract Term

The term of the contract shall be five (5) years with a ninety (90) day window where either party is able, absent cause, to terminate the contract with prior written notice. In the event of termination for cause, either party shall be able to immediately terminate the Merchandise License Agreement. The selected vendor has the opportunity to propose to US Chess an alternate to a five (5) year contract if it chooses to do so.

¹ Clothing and apparel sold during national events with national-event-logos are subject to a separate RFP and agreement.

Contact Information

The point of contact for this Request for Proposal is: Executive Director Ranae Bartlett and may be reached at: ranae.bartlett@uschess.org.

Written Questions

Any questions concerning this request for proposal must be submitted via email to the contact information listed above no later than 5:00PM (CST) December 20, 2024.

Proposal Submission Date

Proposals must be received by US Chess at the contact information above no later than 5:00PM (CST) on December 31, 2024. Any proposal or changes to a proposal received after this time will not be considered. All proposals can be emailed to **Ranae Bartlett** at ranae.bartlett@uschess.org with the **subject line: 2024 RFP - Sales**. US Chess shall not be liable for any costs incurred in a bidder's response to this request for proposal.

Reserve Clause

US Chess retains the right to reject any and all proposals at any time for any reason and/or change the timing requirements and procedures of the Request for Proposal process. US Chess shall make a good faith effort to update this page on its website for any changes in timing requirements and/or procedures of the Request for Proposal process.

Post-Proposal Interview/Presentation

After the proposals are received and evaluated by US Chess, certain bidders may be requested to meet with US Chess for a post submission interview. The post-proposal interview may include, but is not limited to, a review of the proposal, the ability of bidder to perform the scope of services requested, and the bidder's approach to the scope of services. US Chess reserves the right to have a bidder clarify its response to the Request For Proposal following US Chess' written request for clarification. The bidder's response to the questions shall be in writing and delivered to the contact information above by the deadline specified by US Chess.

Acceptance of Vendor's Proposal

US Chess intends to notify the successful bidder of this proposal on or before January 17, 2025, at which time US Chess and such bidder shall negotiate in good faith towards a definitive agreement.

Proposal Format

Proposals must be in writing and submitted in two parts: a Technical Proposal and a Price Proposal. One digital copy containing each part shall be submitted and marked “Merchandise License Agreement – Technical Proposal” and “Merchandise License Agreement – Price Proposal”.

A. Technical Proposal

i. Description of Bidder – provide a brief overview of your company including history, size, number of employees, affiliated companies, etc. The same information should be provided for any identified subcontractors or partners the bidder proposes to provide services to the bidder in support of the bidder’s technical solution. If the bidder’s company is a subsidiary of another organization, the bidder shall provide the name of that organization ...

ii. Experience of Bidder – List company experience within the past five (5) years that is relevant to the scope of services of this solicitation, including current contracts and references. In particular, identify and provide verifiable evidence of any experience on contracts similar in scope to the services requested under this request for proposal.

iii. Bidder Contacts – Identify and explain the specific organization of the proposed project team, including key personnel and how this project aligns with other areas of bidder’s operation.

iv. Experience of Personnel – Summarize the experience of executive personnel who would administer the Merchandise License Agreement – manufacturing, distribution, and sales functions.

B. Price Proposal Based

i. Price Proposal based on the anticipated scope of work – Provide the company’s proposed compensation to US Chess in consideration of its license of US Chess IP. The compensation should be in the form of a royalty payment.

Insurance Requirements

During the term of the Merchandise License Agreement, the selected bidder will be required to obtain and maintain in force at all times insurance coverage as reasonably requested by US Chess. Such coverage will be obtained from an insurance company authorized and licensed to do business in the state(s) in which they are required to do so with a Best’s Insurance Reports rating of no less than “A minus”. It is preliminarily envisioned that such coverage would include the following:

A. Comprehensive General Liability Coverage including premises, and operations, products/completed operations (which product liability insurance shall cover design defects,

manufacturing defects, marketing defects, improper warnings, and strict liability), contractual, broad form property damage, and personal injury with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance coverage shall name US Chess, its employees, agents, officers and directors as additional insured.

This coverage shall include blanket contractual liability insurance and such coverage shall expressly reference the indemnification provisions to be contained in the Merchandise Licensing Agreement. For example, the Merchandise License Agreement shall provide that the vendor be solely responsible for ensuring all branded products manufactured, distributed, and sold by vendor comply with all applicable laws, rules, and regulations, and the vendor will indemnify, defend, and hold harmless US Chess for the same.

B. Workers' Compensation and Employers Liability Coverage, as statutorily required for all vendor employees.

C. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00 shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles which may be used by Contractor in connection with the services required under the Merchandise Services Agreement.

D. Excess Liability Coverage, in the amount of \$5,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage 13 on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.

Evidence of such coverage being in place will be promptly delivered to US Chess prior to the commencement of the term of the Merchandise Services Agreement. All such coverage shall be endorsed to indicate that coverage will not be materially changed or canceled without at least 30 days prior notice to US Chess. Prior to the expiration of the required coverage, the vendor will provide US Chess with evidence of the renewal of all coverage required on at least the same terms and conditions stated in the Merchandise Services Agreement. All policies should contain a waiver of subrogation in favor of US Chess.

Summary

Please describe any additional key factors or intangibles US Chess should consider in engaging your organization for the scope of services contemplated by this Request for Proposal.