



RFI #: PMC001-2020

Request for Information

NFL-NFLPA Pain Management Committee

*This is NOT a solicitation announcement or a commitment to funding.
This is a request for information ONLY.*

Title:

Alternatives to Opioids: Effects on Pain and Performance

Synopsis:

This is a request for information (“RFI”). It is not a solicitation for proposals, proposal abstracts, or studies (each, a “Study”), and there is no commitment to fund your or any other Study. The purpose of this notice is to identify investigators who have the current capability to carry out Studies aimed at supplementing the NFL-NFLPA Pain Management Committee’s (“PMC”) knowledge about pain management and athletic performance in NFL players. Possible areas of investigation include:

1. The potential therapeutic role of medications and non-pharmacological interventions that are considered to be alternatives to opioids in routine pain management of NFL players. Medications may include, but are not limited to, cannabinoids such as cannabidiol (“CBD”).
2. The impact of cannabis or cannabinoids on athletic performance in NFL players.
3. The potential therapeutic role of medications and non-pharmacological interventions that are considered adjunctive to routine post-surgical orthopedic pain management in NFL football players.

Background:

The PMC was formed in 2019 as part of the NFL-NFLPA Collective Bargaining Agreement with the goal of benefiting the health and safety of NFL players through education and research. The PMC has produced educational materials for players and team medical staffs that promote best clinical practices in pain management. The PMC is also interested in finding alternatives to opioids in the pain management of players, and in 2020 conducted two informational forums on CBD to learn about the current state of CBD science and manufacturing in North America. Now the PMC is turning its attention to identifying potential research opportunities aimed at supplementing the PMC’s knowledge about pain management and the potential effect(s) of pain on performance in NFL players.



Requirements:

Respondents (i.e., investigators) ("Respondents") should have experience conducting controlled, experimental studies in areas described by this RFI and should be affiliated with institutions or companies that meet state, federal, and IRB requirements and allow the execution of studies that fall under the purview of this RFI.

Respondents must also agree to the Conditions for Submission attached hereto as Exhibit A.

Submission Instructions:

Respondents are asked to provide only the most pertinent information, data, and materials necessary to adequately convey a declaration of capability in line with this notice.

Respondents are asked to provide a cover page that contains the following information:

- All point of contact information (name, position, email addresses, phone numbers, and physical mailing address).
- Identification as an institution, or large or small business. If small, indicate the governmental classification.
- Identification of products on Federal Supply Schedules, if any, and the relevant schedule numbers.
- Submissions are due by March 31, 2021, and are limited to three (3) per institution.

Proprietary information, if any, should be minimized and **MUST BE CLEARLY MARKED**. To aid the PMC, please segregate and clearly mark proprietary information. Please be advised that all submissions become the property of the NFL-NFLPA PMC and will not be returned.

Thank you for your interest in the PMC and this RFI. This is a request for information **ONLY**. As such, any information received will be used only for the purpose of identifying and planning future PMC funding and other activities. Please submit responses electronically to RFI@NFL.com with subject "**[Company Name], RFI , and Title**".



Exhibit A

Conditions for Submission (“Conditions”)

1. **No legal relationship:** By submitting a response (a “Response”) to this request for information (“RFI”), you acknowledge and agree to the following terms:
 - a. You are bound by the terms of this RFI;
 - b. This RFI is not an offer or an invitation to treat;
 - c. Except as specifically stated, no contract exists or will arise between you and the National Football League, the National Football League Players Association (collectively and together their affiliates and related parties, “NFL-NFLPA”) or any other person by reason of this RFI or a response unless or until a suitable document is executed with NFL-NFLPA;
 - d. NFL-NFLPA shall have no contractual, fiduciary or other legal obligation to you arising out of this RFI, the acceptance or rejection of a Response or the failure to consider, evaluate or accept a response or any other matter as a consequence of this RFI process;
 - e. NFL-NFLPA has not made any prior inducements, promises or representations to you regarding your Response;
 - f. NFL-NFLPA is under no obligation to receive, consider or evaluate any response at all or in any particular way or within any particular time period or to give any reasons for any decision it makes in respect of the response or review process;
 - g. NFL-NFLPA is not bound to proceed to any subsequent process or to execute any further agreement with any party as a result of this RFI process;
 - h. NFL-NFLPA may undertake due diligence checks on any Respondent including, but not limited to, verifying references and undertaking company searches and credit checks;
 - i. NFL-NFLPA shall not be responsible for any costs or expenses incurred by you arising in any way from the preparation and submission of your Response; and
 - j. NFL-NFLPA accepts no responsibility for your misunderstanding or failing to respond correctly to the RFI.
2. **No Obligation of Confidentiality:** NFL-NFLPA shall not be liable for any use or disclosure of any part of your submission. You understand and agree that NFL-NFLPA must disclose all or part of your submission to appropriate employees and agents to determine your submission’s viability. In consideration of the foregoing, it is entirely your decision what material to disclose to NFL-NFLPA, and NFL-NFLPA shall have the right to assume that any material presented to NFL-NFLPA (whether first submitted to NFL-NFLPA contemporaneously with, prior to, or following your Response) in connection with this RFI (whether or not in writing) is not subject to any confidentiality obligation. The foregoing notwithstanding, NFL-NFLPA shall not disclose any Responses to any of the other Respondent in this RFI process.
3. **Use or Retention of Responses:** NFL-NFLPA may use, retain and copy any information contained in a Response for use or reference in any subsequent process.
4. **Information Provided to Potential Respondents:** By submitting a Response, each Respondent acknowledges that NFL-NFLPA may have made available to other persons (including other Respondent or potential Respondent) information that is not included in this RFI and that will not be provided to you or any other Respondent or potential Respondent. NFL-NFLPA expressly disclaims any and all liability relating to, or resulting from, any such information being made available to any person.
5. **Other Studies; Acknowledgements:** By participating in this RFI process, you hereby acknowledge and agree: (a) that NFL-NFLPA may have previously created or may in the future independently create, or may have already received or in the future may receive from another third party, materials (e.g., designs), proposals, concepts and submissions that are substantially similar or identical to materials, proposals, concepts or submissions submitted by you or any other Respondent in connection with this RFI process, which NFL-NFLPA may use without liability or compensation to you or such other Respondent; (b) to maintain in confidence and not disclose to any third party (other than your accountants, agents or attorneys), without prior written consent of NFL-NFLPA, any information about or terms of this RFI, this RFI process, or any information that may subsequently be provided to you by or on behalf of NFL-NFLPA in connection with this RFI process; (c) if you are awarded a grant, you agree



to not advertise or publish such award without NFL-NFLPA's written approval; (d) to not pursue any claim or take any action of any kind against NFL-NFLPA in connection with any actions that NFL-NFLPA may take at any time with respect to any material presented by you in connection with this or any other program or idea relating to NFL-NFLPA; and (e) not to use or refer to, in any pending or future litigation involving NFL/NFLPA, any documents, conversations, or information obtained from NFL-NFLPA in connection with this RFI process.

6. **Representations and Warranties:** You hereby represent and warrant that:
 - a. You are the sole and exclusive creator, author and owner of your Response;
 - b. No other person, firm or corporation has any right, title or interest in your Response;
 - c. No rights in your Response have previously been granted to anyone and your Response has not been otherwise exploited in any way;

7. **No Use of Marks:** You shall have no right to use the NFL Marks or NFLPA Marks (each as defined below) for any purpose whatsoever. For the purposes of this Agreement, (i) "NFL Marks" means the names, symbols, emblems, designs, and colors of NFL and the professional football member clubs (the "Member Clubs"), including, without limitation, the terms "National Football League", "NFL", "National Football Conference", "American Football Conference", "NFC", "AFC", "Super Bowl", "Pro Bowl", the NFL Shield design, as well as the full team names, nicknames, helmet designs, uniform designs, logos and slogans of the Member Clubs, and any other indicia adopted for commercial purposes by the NFL or any of its Member Clubs; and (ii) "NFLPA Marks" means the names "National Football League Players Association" and "NFLPA" and the National Football League Players Association logo. You acknowledge and agree that all right, title and interest in and to the NFL Marks belongs to National Football League and its affiliated entities and to the NFLPA Marks belongs to the National Football League Players Association. You agree that the NFL Marks and NFLPA Marks possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained by their unauthorized use. Notwithstanding anything to the contrary herein, you recognize that irreparable injury would be caused by the unauthorized use of any of the NFL Marks or the NFLPA Marks, and agree that injunctive and other equitable relief from a court of competent jurisdiction would be appropriate in the event of such unauthorized use, and that such remedy would not be exclusive of other legal remedies. You recognize that the great value and goodwill associated with the NFL Marks and the NFLPA Marks belongs to the National Football League or National Football League Players Association, as applicable, and that the NFL Marks and NFLPA Marks have secondary meaning.

8. **RELEASE:** AS A CONDITION OF PARTICIPATING IN THIS RFI AND HAVING NFL-NFLPA CONSIDER YOUR RESPONSE, YOU, ON BEHALF OF YOUR ENTITY, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, INSURERS, PRINCIPALS, PARTNERS, SUCCESSORS, AND ASSIGNS (HEREIN THE "RELEASORS"), DO HEREBY AGREE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, TO UNCONDITIONALLY RELEASE, HOLD HARMLESS, FOREVER DISCHARGE, AND COVENANT NOT TO SUE NFL/NFLPA AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, INSURERS, PRINCIPALS, PARTNERS, SUCCESSORS, AND ASSIGNS (THE "RELEASEES"), FOR ANY AND ALL CLAIMS, LIABILITIES, OBLIGATIONS, DEMANDS, DAMAGES, COSTS, EXPENSES, ATTORNEYS' FEES, OF ANY KIND WHETHER KNOWN OR UNKNOWN, THAT THE COMPANY RELEASORS HAVE EVER HAD, NOW HAVE, OR HEREAFTER MAY HAVE AGAINST THE RELEASEES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS RFI AND/OR THE RESPONSE, INCLUDING, WITHOUT LIMITATION, THE PROCESS, EVALUATION, OR DECISION THEREOF.

9. **Governing Law:** Each of the parties hereto irrevocably agrees that any dispute arising from or related to these Conditions shall be governed by the laws of the State of New York without regard to its conflict of law principles.

* * *



As a condition of NFL-NFLPA's consideration of the Response, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you hereby acknowledge, accept, and agree to the terms and conditions contained in this RFI, including without limitation this Exhibit.

ACCEPTED AND AGREED TO:

Respondent Name: _____

*(signature of officer, partner or other individual
duly authorized to sign)*

Print Name: _____

Date: _____