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**Corporate Author**

**Report/Article Title** Memorandum: Dioxin Assay Contract with Michael Gross, from Lawrence B. Hobson to J.R. Ryan, June 15, 1979

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**Description Notes**

June 15, 1979

Mr. J. R. Ryan (134C)

Deputy ACMD for Research and Development (15A)

Dioxin Assay Contract with Michael Gross, Ph.D.

1. This contract will be paid by Medical Research Program Funds  
1001-821-101-2580  
36900161.001(.016)  
CP 102

In initiating the research on the level of dioxin in fat tissue Dr. Michael Gross, University of Nebraska, was selected to do the assays, using the most sensitive, analytic method available. He agreed to do so and a contract was requested. In the meantime, Dr. Lyndon Lee was authorized to solicit volunteers who would be biopsied to obtain fat samples. These samples were sent to Dr. Gross for subsequent assay.

2. The sensitive analysis used is best done on a large group of samples rather than on individual samples as they are received. Dr. Gross therefore said that when samples arrived he would hold them all to be assayed at one time. He was not authorized to proceed with the assay prior to the receipt and conclusion of the contract.

3. My information is that when the contract documents arrived Dr. Gross did not complete and return them immediately to us but rather at some point in time while he had them in his possession proceeded with some of the assays. This procedure was not specifically authorized at any time nor were we informed that the contract had not been completed and that he was proceeding with the assays. Under these circumstances, it seems essential that we compensate Dr. Gross for the work that he has done as well as for the work he will do in the future.

LAWRENCE B. HOBSON, M.D., Ph.D.

15A LBHobson:LL

6/15/79

*LBH*  
15

AP 0025

VETERANS ADMINISTRATION  
**REFERENCE SLIP**

TO (Name or title-Mail routing symbol)	INITIALS-DATE
1. Dr. Hobson 15A	
2.	
3.	
4.	
5.	

REASON FOR REFERENCE

<input type="checkbox"/> AS REQUESTED	<input type="checkbox"/> FOR YOUR FILES	<input type="checkbox"/> NOTE AND RETURN
<input type="checkbox"/> COMMENTS	<input type="checkbox"/> INFORMATION	<input type="checkbox"/> PER CONVERSATION
<input type="checkbox"/> CONCURRENCE	<input type="checkbox"/> NECESSARY ACTION	<input type="checkbox"/> SIGNATURE

REMARKS

Subject: Authorization for Study  
 (Dioxin Assays in Human Fats - Agent Orange)

Mr. Ryan, Supply Service, 2577,  
 Rm. 754, informs us that the cost of the  
 proposal for the subject study to be  
 done by Michael Gross, Ph.D., Lincoln, Nebr.,  
 is \$10,000.

What appropriation will be used?

Mr. Ryan needs a Form 2237.

*Med Research Program funds  
 would be 1001-821-101-2580  
 36900161.001 (.016)  
 Lillian 6/5/79 CP 102*

*If this is what is desired, we need  
 to inform 151 - the central point for  
 such funds - to be certain ample*

FROM	<i>money is available in the VACC    account. 58</i>	DATE
		TEL. EXT.

VA FORM 3230  
 AUG 1978

EXISTING STOCKS OF VA FORM 3230,  
 OCT 1966, WILL BE USED U.S. Government Printing Office 1978-269-446

**SOLICITATION, OFFER AND AWARD**

1 CONTR-OFF (Proc. Inv. Item) NO \_\_\_\_\_ 2 SOLICITATION NO \_\_\_\_\_ 3 CERTIFIED FOR NATIONAL DEFENSE UNDER OPS REG. TITLE OF BOOKS REG. RATING \_\_\_\_\_ 4 PAGE 1 OF 18 5 DATE ISSUED **4/25/79** 6 REQUISITION PURCHASE REQUEST NO \_\_\_\_\_

7 ISSUED BY **Veterans Administration (134C) Procurement Division 810 Vermont Avenue, N.W. Washington, D.C. 20420** CODE \_\_\_\_\_ 8 ADDRESS OFFER TO (if other than block 7) \_\_\_\_\_

**SOLICITATION**

9 Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in block 8, or if hand-carried, in the depository located in Rm 754 until 2:00 p.m. local time 5/16/79

If this is an advertised solicitation, offers will be publicly opened at that time.  
**CAUTION - LATE OFFERS:** See pars. 7 and 8 of Solicitation Instructions and Conditions.  
 All offers are subject to the following:

- The Solicitation Instructions and Conditions, SF 33-A, 1/78 edition which is attached or incorporated herein by reference.
- The General Provisions, SF 32, 4-75 edition, which is attached or incorporated herein by reference.
- The Schedule included herein and/or attached hereto.
- Such other provisions, representations, certifications, and specifications as are attached or incorporated herein by reference. (Attachments are listed in schedule.)

FOR INFORMATION CALL (Name & telephone no.) (No collect calls) **J.R. Ryan 202-389-2577/2966**

**SCHEDULE**

10 ITEM NO	11 SUPPLIES-SERVICES	12 QUANTITY	13 UNIT	14 UNIT PRICE	15 AMOUNT
	<b>Dioxin Assays in Human Pats</b>	<b>1</b>	<b>Svc</b>		

See continuation of schedule on page 4  
**OFFER (pages 2 and 3 must also be fully completed by offeror)**

In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any of all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

16 DISCOUNT FOR PROMPT PAYMENT (See par. 9, SF 33-A)  
 \_\_\_\_\_ % 10 CALENDAR DAYS \_\_\_\_\_ % 20 CALENDAR DAYS \_\_\_\_\_ % 30 CALENDAR DAYS \_\_\_\_\_ CALENDAR DAYS

17 OFFEROR CODE \_\_\_\_\_ FACILITY CODE \_\_\_\_\_ 18 NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  
**Michael L. Gross, Ph.D.**  
**Department of Chemistry**  
**University of Nebraska**  
**Lincoln, Nebraska 68588**  
 AREA CODE AND TELEPHONE NO. \_\_\_\_\_  
 19 SIGNATURE \_\_\_\_\_ 20 OFFER DATE \_\_\_\_\_

**AWARD (To be completed by Government)**

21 ACCEPTED AS TO ITEMS NUMBERED \_\_\_\_\_ 22 AMOUNT \_\_\_\_\_ 23 ACCOUNTING AND APPROPRIATION DATA \_\_\_\_\_

24 SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK \_\_\_\_\_ 25 NEGOTIATED PURSUANT TO \_\_\_\_\_ 10 U.S.C. 2304(a) \_\_\_\_\_ 41 U.S.C. 252(c) \_\_\_\_\_ **10** **13**

26 ADMINISTERED BY (if other than block 7) CODE \_\_\_\_\_ 27 PAYMENT WILL BE MADE BY **Fiscal Officer** **Veterans Administration** **810 Vermont Ave., NW** **Washington, DC 20420** CODE \_\_\_\_\_

28 NAME OF CONTRACTING OFFICER (Type or print) **J.R. RYAN** 29 UNITED STATES OF AMERICA BY \_\_\_\_\_ (Signature of contracting officer) 30 AWARD DATE \_\_\_\_\_

Award will be made on this form or on Standard Form 26, or by other official written notice

AP 6027

**REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENTS**

**REPRESENTATIONS (Check or complete all applicable boxes or blocks.)**

The offeror represents as part of his offer that:

**1. SMALL BUSINESS (See par. 14 on SF 33-A.)**

He  is,  is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that all supplies to be furnished hereunder  will,  will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

**2. MINORITY BUSINESS ENTERPRISE**

He  is,  is not, a minority business enterprise. A minority business enterprise is defined as a "business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by minority group members." For the purpose of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Orientals, American-Indians, American Eskimos, and American-Aleuts.

**3. REGULAR DEALER - MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)**

He is a  regular dealer in  manufacturer of, the supplies offered.

**4. CONTINGENT FEE (See par. 15 on SF 33-A.)**

(a) He  has,  has not, employed or retained any company or persons (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he  has,  has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above, as requested by the Contracting Officer. (Interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

**5. TYPE OF BUSINESS ORGANIZATION**

He operates as  an individual,  a partnership,  a nonprofit organization,  a corporation, incorporated under the laws of the State of \_\_\_\_\_.

**6. AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)**

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He  is,  is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)

(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

NAME OF PARENT COMPANY AND MAIN OFFICE ADDRESS (include ZIP code)

(c) EMPLOYER'S IDENTIFICATION NUMBER (SEE PAR. 17 ON SF 33-A)

OFFEROR'S E.I. NO.

PARENT COMPANY'S E.I. NO.

**7. EQUAL OPPORTUNITY**

(a) He  has,  has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; that he  has,  has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the equal opportunity clause.)

(b) The bidder (or offeror) represents that (1) he  has developed and has on file,  has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) he  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (The above representation shall be completed by each bidder (or offeror) whose bid (offer) is \$50,000 or more and who has 50 or more employees.)

**CERTIFICATIONS (Check or complete all applicable boxes or blocks)**

**1. BUY AMERICAN CERTIFICATE**

The offeror certifies as part of his offer, that: each end product, except the end products listed below, is a domestic end product (as defined in the clause entitled "Buy American Act"); and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

**2. CLEAN AIR AND WATER** (Applicable if the bid or offer exceeds \$100,000 or the contracting officer has determined that orders under an indefinite quantity contract in any year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c8(c)(11)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The bidder or offeror certifies as follows:

(a) Any facility to be utilized in the performance of this proposed contract  has,  has not, been listed on the Environmental Protection Agency List of Violating Facilities.

(b) He will promptly notify the contracting officer, prior to award of the receipt of any communication from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility which he proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities.

(c) He will include substantially this certification, including this paragraph (c), in every nonexempt subcontract.

**3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** (See par. 18 on SF 33-A)

(a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

(1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

(3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for that purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3), above; or

(2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

**4. CERTIFICATION OF NONSEGREGATED FACILITIES** (Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.

**ACKNOWLEDGMENT OF AMENDMENTS**

The offeror acknowledges receipt of amendments to the Solicitation for offers and related documents numbered and dated as follows:

AMENDMENT NO	DATE	AMENDMENT NO	DATE

NOTE: Offers must set forth full, accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

SCHEDULE, Continuation

ITEM NO	SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1.	<p>Contractor will complete the quantitative analysis for dioxin on twenty (20) specimens of human fat forwarded to him by selected representatives of the Veterans Administration. Results of the assays will be forwarded to Lyndon Lee, M.D. V.A. Medical Center, Washington, DC 20422</p>	1	svc		
<b>ADDITIONAL REQUIREMENTS</b>					
1.	V.A. Form 10-1130 (Oct. 1978) is attached hereto and incorporated by reference.				
2.	This contract is subject to the Service Contract act of 1965, As Amended (V.A. Form 10-1312, copy attached)				
3.	This contract is subject to the provisions of the Privacy Act (copy attached)				
4.	Travel and Perdiem (copy attached)				
<b>SPECIAL CONDITIONS</b>					
1.	<p><u>Provisions for Payments:</u> Invoices will cite contract number and be mailed to:</p> <p>Contracting Officer (134C)            DM6S Supply Service            810 Vermont Ave., NW            Washington, DC 20420</p>				
2.	<p><u>Term of Contract:</u> Term of contract will run from date of acceptance by the V.A. through September 30, 1979.</p>				
3.	<p><u>Representative of the Contracting Officer:</u> Dr. Lyndon Lee, V.A. Medical Center Washington, DC has been designated as the representative of the contracting officer in furnishing technical guidance of the work to be performed under this contract.</p> <p>Only the contracting officer is authorized to make any commitments or changes which will effect the price, quantity or quality of delivery terms. All changes must be authorized by the contracting officer within the scope of his authority in writing.</p> <p>The contractor shall obtain all necessary licenses and/or permits required to perform this work. He shall take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He shall be responsible for any injury to himself, employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his or his employees' fault or negligence.</p>				

If this Schedule is Continued on SF 36, check here