

109<sup>TH</sup> CONGRESS  
1<sup>ST</sup> SESSION

# H. R. 3961

To authorize the National Park Service to pay for services rendered by subcontractors under a General Services Administration Indefinite Deliver/Indefinite Quantity Contract issued for work to be completed at the Grand Canyon National Park.

---

## IN THE HOUSE OF REPRESENTATIVES

SEPTEMBER 29, 2005

Mr. RENZI (for himself, Mr. PASTOR, and Mr. HAYWORTH) introduced the following bill; which was referred to the Committee on Resources

---

## A BILL

To authorize the National Park Service to pay for services rendered by subcontractors under a General Services Administration Indefinite Deliver/Indefinite Quantity Contract issued for work to be completed at the Grand Canyon National Park.

1       *Be it enacted by the Senate and House of Representa-*  
2       *tives of the United States of America in Congress assembled,*

3       **SECTION 1. DEFINITIONS.**

4       As used in this Act, the following definitions apply:

5               (1) IDIQ.—The term “IDIQ” means an Indefi-  
6       nite Deliver/Indefinite Quantity contract.

1           (2) PARK.—The term “park” means Grand  
2 Canyon National Park.

3           (3) PGI.—The term “PGI” means Pacific Gen-  
4 eral, Inc.

5           (4) SECRETARY.—The term “Secretary” means  
6 the Secretary of the Interior, acting through the Di-  
7 rector of the National Park Service.

8 **SEC. 2. FINDINGS AND PURPOSE.**

9           (a) FINDINGS.—Congress finds the following:

10           (1) The park issued approximately 40 task or-  
11 ders to PGI under an IDIQ between fiscal years  
12 2002 and 2003 for a variety of projects.

13           (2) The value of these task orders was over  
14 \$17,000,000 for various construction projects  
15 throughout the park.

16           (3) According to invoices sent to the park, PGI  
17 certified that proceeds of payments were being sent  
18 to subcontractors and suppliers.

19           (4) In January 2004, complaints were received  
20 by numerous subcontractors citing lack of payments  
21 by PGI.

22           (5) The National Park Service has paid over  
23 \$10,000,000 to PGI, of which an estimated  
24 \$1,300,000 was owed, but not paid to subcontrac-  
25 tors.

1           (6) During an acquisition management review  
2           conducted by the Washington Contracting and Pro-  
3           curement Office of the National Park Service, it was  
4           found that the park had failed to ensure that PGI  
5           obtained the necessary payment and performance  
6           bonds required by the IDIQ and the Miller Act (40  
7           U.S.C. 270a).

8           (7) On February 6, 2004, the National Park  
9           Service suspended further payment to PGI and  
10          issued a suspension notice to cease activity by the  
11          contractor.

12          (8) The National Park Service gave PGI every  
13          reasonable opportunity to resolve the situation, but  
14          PGI has effectively ceased doing business.

15          (9) Recovery by the Government of that  
16          \$1,300,000 is unlikely.

17          (10) The National Park Service is prohibited  
18          from making payments to a contractor without ob-  
19          taining payment and performance bonds.

20          (11) Contract law generally prohibits payment  
21          directly to subcontractors because of the lack of a  
22          direct, contractual relationship between the parties.

23          (12) The Federal Government has derived bene-  
24          fits from the work that has been completed.

1 (b) PURPOSE.—The purpose of this Act is to author-  
2 ize the Secretary to pay for services rendered by sub-  
3 contractors that should have been paid by PGI.

4 **SEC. 3. AUTHORIZATION.**

5 The Secretary is authorized to use \$1,300,000 from  
6 the park's entrance fee revenues to pay subcontractors of  
7 PGI for work performed at the park under an IDIQ with  
8 PGI between fiscal years 2002 and 2003 provided that—

9 (1) the primary contract between PGI and the  
10 National Park Service is terminated;

11 (2) the amount owed to the subcontractors is  
12 verified;

13 (3) all reasonable legal avenues or recourse  
14 have been exhausted by the subcontractors to recoup  
15 amounts owed directly from PGI; and

16 (4) the subcontractors provide a written state-  
17 ment that payment of the amount verified in para-  
18 graph (2) represents payment in full by the United  
19 States for all work performed at the park under the  
20 IDIQ with PGI between fiscal years 2002 and 2003.

○