

Dated: July 15, 2003.

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Federal Student Aid

Type of Review: Extension.

Title: Lender's Request for Payment of Interest and Special Allowance—LaRS.

Frequency: Quarterly, Annually.

Affected Public: Businesses or other for-profit; State, local or Tribal Gov't, SEAs or LEAs.

Reporting and Recordkeeping Hour Burden:

Responses: 14,184.

Burden Hours: 34,573.

Abstract: The Lender's Request for Payment of Interest and Special Allowance—LaRS (ED Form 799) is used by approximately 3,546 lenders participating in the Title IV, Part B loan programs. The ED Form 799 is used to pay interest and special allowance to holders of the Part B loans; and to capture quarterly data from lender's loan portfolio for financial and budgetary projections.

Requests for copies of the submission for OMB review; comment request may be accessed from <http://edicsweb.ed.gov>, by selecting the "Browse Pending Collections" link and by clicking on link number 2273. When you access the information collection, click on "Download Attachments" to view. Written requests for information should be addressed to Vivian Reese, Department of Education, 400 Maryland Avenue, SW, Room 4050, Regional Office Building 3, Washington, DC 20202-4651 or to the e-mail address Vivan.Reese@ed.gov. Requests may also be electronically mailed to the Internet address OCIO_RIMG@ed.gov or faxed to 202-708-9346. Please specify the complete title of the information collection when making your request.

Comments regarding burden and/or the collection activity requirements should be directed to Joseph Schubart at his e-mail address Joe.Schubart@ed.gov. Individuals who use a telecommunications device for the deaf (TDD) may call the Federal Information Relay Service (FIRS) at 1-800-877-8339.

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DEPARTMENT OF EDUCATION

Arbitration Panel Decision Under the Randolph-Sheppard Act

AGENCY: Department of Education.

ACTION: Notice of arbitration panel decision under the Randolph-Sheppard Act.

SUMMARY: The Department gives notice that on July 26, 2002, an arbitration panel rendered a decision in the matter of *Illinois Department of Human Services, Office of Rehabilitation Services v. U.S. Department of Defense, Department of the Navy (Docket No. R-S/01-02)*. This panel was convened by the U.S. Department of Education, under 20 U.S.C. 107d-1(b), after the Department received a complaint filed by the petitioner, Illinois Department of Human Services, Office of Rehabilitation Services.

SUPPLEMENTARY INFORMATION: Under section 6(c) of the Randolph-Sheppard Act (the Act), 20 U.S.C. 107d-2(c), the Secretary publishes in the **Federal Register** a synopsis of each arbitration panel decision affecting the administration of vending facilities on Federal and other property.

Background

This dispute concerns the alleged improper awarding of a full food service contract to a nonprofit agency under the Javits-Wagner-O'Day Act (JWOD) by the U.S. Department of Defense, Department of the Navy (Navy), in violation of the Act (20 U.S.C. 107 *et seq.*) and the implementing regulations in 34 CFR part 395.

A summary of the facts is as follows: On March 16, 1998, in response to solicitation N00140-98-R-1159, the State licensing agency (SLA) notified the Navy in writing that it wished to operate the full food service contract for the Naval Training Center and Recruitment Training Center in Great Lakes, Illinois. On May 12, 1998, the Navy responded that the contract was being awarded to Goodwill Services, Inc., of Southern Wisconsin under the provisions of JWOD. A **Federal Register** notice, dated May 8, 1998, announced this pending contract award and allowed 30 days for public comment.

The SLA did not submit any comments pursuant to the **Federal Register** notice. Nearly seven months later, on December 28, 1998, the SLA informed the Navy of its concern that the Navy awarded this contract under JWOD and indicated that it was prepared to take the matter to arbitration under the Act. The SLA also informed the Navy, in an opinion dated November 12, 1998, that the General Counsel for the Department of Defense (DOD) advised that the Act is applicable to military dining facilities. As a result, the SLA indicated that arbitration was unnecessary and that it was eager to

enter into negotiations with the Navy for a full food service contract at the facility to be operated by a blind vendor in accordance with the Act. On April 6, 1999, the Navy responded that it had no authority to terminate this contract issued pursuant to JWOD.

There was no further communication between the parties until October 10, 2000, when the SLA requested that the Secretary of Education convene a Federal arbitration panel to hear this complaint. A panel was convened and a hearing on this matter was held on April 9 and 10, 2002.

Arbitration Panel Decision

The issues heard by the panel were—(1) Whether the Navy, in accordance with the Act, must grant priority to the SLA for a contract so that full food services at the Great Lakes Naval Training Center may be provided by a licensed blind vendor; (2) whether the Act, which affords licensed blind vendors statutory priority to operate cafeterias and vending stands on Federal property, including that of DOD/Navy, takes precedence over the JWOD Act; (3) whether an arbitration panel convened under the Act has jurisdiction to determine if the Act takes precedence over the JWOD Act; (4) whether a contracting office has authority to issue a competitive procurement for services that are currently on the JWOD procurement list; and (5) whether the SLA waived any right it may have had to challenge the inclusion of the disputed food services on the JWOD procurement list and the subsequent award of a contract for those services to private vendors.

After considering all of the evidence, including the post-hearing briefs submitted by both parties, the majority of the panel ruled that the dispute should be resolved in favor of the Navy under the laches doctrine because of the SLA's delay in filing for Federal arbitration.

The SLA had alleged that the delay in filing the arbitration request of over 18 months since the time of the last communication from the Navy was not unreasonable because the SLA had program responsibilities under both the Act and JWOD and needed to balance the policy needs under both authorities before determining whether to file for Federal arbitration.

However, the panel determined that there was no reasonable cause for delay by the SLA in seeking Federal arbitration under the Act. The panel's decision was based upon the finding that there are strong reasons to require both timely action and finality in