

6515-00-NIB-0053 (Small)
6515-00-NIB-0054 (Medium)
6515-00-NIB-0055 (Large)
(Up to 25% of sales under Special Item
No.B-14(c) on Federal Supply
Schedule 65 II B)
NPA: Bosma Industries for the Blind,
Inc., Indianapolis, Indiana

Services

Computer Moving
Morgantown Energy Technology Center
Morgantown, West Virginia
NPA: PACE Training & Evaluation
Center, Inc., Star City, West Virginia
Medical Transcription
U.S. Naval Hospital
Patuxent River, Maryland
NPA: Association for the Blind, Inc.,
Charleston, South Carolina

Deletions

I certify that the following action will not have a significant impact on a substantial number of small entities. The major factors considered for this certification were:

1. The action will not result in any additional reporting, recordkeeping or other compliance requirements for small entities.
2. The action does not appear to have a severe economic impact on future contractors for the commodities.
3. The action will result in authorizing small entities to furnish the commodities to the Government.
4. There are no known regulatory alternatives which would accomplish the objectives of the Javits-Wagner-O'Day Act (41 U.S.C. 46-48c) in connection with the commodities proposed for deletion from the Procurement List.

The following commodities have been proposed for deletion from the Procurement List:

Trunks, General Purpose
8415-01-311-0379 thru -0384

E.R. Alley, Jr.,

Deputy Executive Director.

[FR Doc. 96-15170 Filed 6-13-96; 8:45 am]

BILLING CODE 6353-01-P

Procurement List Additions

AGENCY: Committee for Purchase From People Who Are Blind or Severely Disabled.

ACTION: Additions to the Procurement List.

SUMMARY: This action adds to the Procurement List commodities and services to be furnished by nonprofit agencies employing persons who are blind or have other severe disabilities.

EFFECTIVE DATE: July 15, 1996.

ADDRESSES: Committee for Purchase From People Who Are Blind or Severely Disabled, Crystal Square 3, Suite 403, 1735 Jefferson Davis Highway, Arlington, Virginia 22202-3461.

FOR FURTHER INFORMATION CONTACT:
Beverly Milkman (703) 603-7740.

SUPPLEMENTARY INFORMATION: On April 5 and 26 1996, the Committee for Purchase From People Who Are Blind or Severely Disabled published notices (61 F.R. 15225 and 18571) of proposed additions to the Procurement List.

After consideration of the material presented to it concerning capability of qualified nonprofit agencies to provide the commodities and services and impact of the additions on the current or most recent contractors, the Committee has determined that the commodities and services listed below are suitable for procurement by the Federal Government under 41 U.S.C. 46-48c and 41 CFR 51-2.4.

I certify that the following action will not have a significant impact on a substantial number of small entities. The major factors considered for this certification were:

1. The action will not result in any additional reporting, recordkeeping or other compliance requirements for small entities other than the small organizations that will furnish the commodities and services to the Government.
2. The action will not have a severe economic impact on current contractors for the commodities and services.
3. The action will result in authorizing small entities to furnish the commodities and services to the Government.
4. There are no known regulatory alternatives which would accomplish the objectives of the Javits-Wagner-O'Day Act (41 U.S.C. 46-48c) in connection with the commodities and services proposed for addition to the Procurement List.

Accordingly, the following commodities and services are hereby added to the Procurement List:

Commodities

Office and Miscellaneous Supplies
(Requirements for Fort Drum, New York)

Services

Grounds Maintenance, Naval Air Weapons Station, Tot Lot Parks-Housing Area, China Lake, California
Janitorial/Custodial, Naval Surface Warfare Center, Buildings 11, 12 & 13, Bethesda, Maryland

This action does not affect current contracts awarded prior to the effective

date of this addition or options that may be exercised under those contracts.

E.R. Alley, Jr.,

Deputy Executive Director.

[FR Doc. 96-15171 Filed 6-13-96; 8:45 am]

BILLING CODE 6353-01-P

COMMODITY FUTURES TRADING COMMISSION

Sunshine Act Meeting

"FEDERAL REGISTER" CITATION OF PREVIOUS ANNOUNCEMENT: 61 FR 27867.
PREVIOUSLY ANNOUNCED TIME AND DATE OF MEETING: 2:00 p.m., Thursday, June 27, 1996.

CHANGES IN THE MEETING:

The Commodity Futures Trading Commission has changed the closed meeting to discuss Enforcement matters to: 10:00 a.m., Friday, June 28, 1996.

CONTACT PERSON FOR MORE INFORMATION:
Jean A. Webb, 418-5100.

Jean A. Webb,

Secretary of the Commission.

[FR Doc. 96-15342 Filed 6-12-96; 3:19 pm]

BILLING CODE 6351-01-M

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 96-C0008]

In the matter of Premier Promotions and Marketing, Inc., a Corporation; Provisional Acceptance of a Settlement Agreement and Order

AGENCY: Consumer Product Safety Commission.

ACTION: Provisional Acceptance of a Settlement Agreement under the Consumer Product Safety Act.

SUMMARY: It is the policy of the Commission to publish settlements which it provisionally accepts under the Consumer Product Safety Act in the Federal Register in accordance with the terms of 16 CFR 1118.20 (e)-(h). Published below is a provisionally-accepted Settlement Agreement with Premier Promotions and Marketing, Inc., a corporation.

DATES: Any interested person may ask the Commission not to accept this agreement or otherwise comment on its contents by filing a written request with the Office of the Secretary by July 1, 1996.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 96-C0008, Office of the Secretary, Consumer Product Safety Commission, Washington, D.C. 20207.

FOR FURTHER INFORMATION CONTACT: Dennis C. Kacoyanis, Trial Attorney, Office of Compliance and Enforcement, Consumer Product Safety Commission, Washington, D.C. 20207; telephone (301) 504-0626.

SUPPLEMENTARY INFORMATION: The text of the Agreement and Order appears below.

Dated: June 10, 1996.

Sadye E. Dunn,
Secretary.

In the Matter of Premier Promotions and Marketing, Inc., a corporation. CPSC Docket No. 96-C0008.

Settlement Agreement and Order

1. Premier Promotions and Marketing, Inc. (hereinafter, "Premier"), a corporation, enters into this Settlement Agreement (hereinafter, "Agreement") with the staff of the Consumer Product Safety Commission, and agrees to the entry of the Order described herein. The purpose of the Agreement and Order is to settle the staffs civil penalty allegations that Premier knowingly introduced or caused the introduction in interstate commerce; received in interstate commerce and delivered or proffered delivery thereof for pay or otherwise; and failed to comply or caused the failure to comply with the Commission's Procedures For Export of Noncomplying Products, section 14(d) of the Federal Hazardous Substances Act (FHSA), 15 U.S.C. § 1273(d) and 16 CFR Part 1019, the "Ghost Blaster," a banned hazardous toy, in violation of sections 4 (a), (c), and (i) of the FHSA, 15 U.S.C. §§ 1263 (a), (c), and (i).

I. The Parties

2. The "staff" is the staff of the Consumer Product Safety Commission, an independent regulatory commission of the United States established pursuant to section 4 of the Consumer Product Safety Act (CPSA), 15 U.S.C. § 2053.

3. Premier is a corporation organized and existing under the laws of the State of California, since 1984, with its principal corporate offices located at 14553 Delano Street, Suite 207, Van Nuys, CA 91411. Premier is a marketing and promotions firm. Approximately 75% of Premier's business involves the import and distribution of toys.

II. Allegations of the Staff

4. The Ghost Blaster toy (hereinafter, "Ghost Blaster" or "Ghost Blaster toys") is a small plastic box which is capable of making two unique electronic sounds when the user presses one of two buttons. The Ghost Blaster is available in white, black, red, and gray. Each unit

makes its own unique sound. The Ghost Blaster has an insignia ("logo") which represents the logo used in the motion picture "Ghost Busters." The insignia is of a ghost inside a red circle with a red line through it.

5. The Ghost Blaster identified in paragraph 4 above is intended for use by children under three years of age.

6. The Ghost Blaster, is subject to, but failed to comply with, the Commission's Small Parts Regulation, 16 CFR Part 1501, in that when tested under the "use and abuse" test methods specified in 16 CFR 1500.51 and 1500.52, one or more parts of the toy separated from the toy and the separated parts fit completely within the small parts cylinder when tested using the procedures set forth in 16 CFR 1501.4.

7. Because the separated parts fit completely within the test cylinder as described in paragraph 6 above, the Ghost Blaster presents a "mechanical hazard" within the meaning of section 2(s) of the FHSA, 15 U.S.C. § 1261(s) (choking, aspiration, and/or ingestion of small parts).

8. The Ghost Blaster is a "hazardous substance" pursuant to section 2(f)(1)(D) of the FHSA, 15 U.S.C. § 1261(f)(1)(D).

9. The Ghost Blaster is a "banned hazardous substance" pursuant to section 2(q)(1)(A) of the FHSA, 15 U.S.C. § 1261(q)(1)(A) and 16 CFR 1500.18(a)(9) because it is intended for use by children under three years of age and bears or contains a hazardous substance because it presents a mechanical hazard as described in paragraph 7 above.

10. Between April 9, 1989 and June 26, 1989, Premier imported approximately 5.7 million Ghost Blaster toys for distribution by the Hardees restaurant chain.

11. On or about July 7, 1989, Hardees notified the Commission staff that Hardees had received reports of children ingesting one of two 1.5 button cell batteries that powered the Ghost Blaster toys and recalled the products. Hardees was able to recapture approximately 2.5 million Ghost Blaster toys.

12. On or about November, 1989, Premier repurchased the Ghost Blaster toys from Hardees.

13. From July, 1989, through March, 1993, Hardees stored the Ghost Blaster toys while Premier attempted to find an overseas buyer.

14. On or about February 5, 1993, counsel for Hardees advised the Commission staff that Hardees had reached an agreement with Premier regarding the disposition of the Ghost Blaster toys.

15. By letter dated February 17, 1993, the Commission staff advised Hardees and Premier of the Commission's Procedures for the Export of Noncomplying Products, *supra*.

16. By letter dated March 15, 1993, Premier advised the Commission staff it intended to move the Ghost Blaster toys from Hardees' warehouses to Brooklyn Closeout Corporation, (hereinafter, "Brooklyn Closeout"), 167 Clymer Street, Brooklyn, NY 11211 for subsequent export pursuant to the Commission's Procedures for the Export of Noncomplying Products. Premier moved the Ghost Blaster toys between the last week of March, 1993 and April 2, 1993.

17. By letter dated March 19, 1993, the Commission staff provided Premier a copy of the Commission's Procedures for the Export of Noncomplying Products, *supra*, and by letter dated March 23, 1993, Premier wrote the Commission staff that it was aware of the Commission's Procedures for the Export of Noncomplying Products, *id.*; that it intended to export all the Ghost Blaster toys and would notify the Commission staff pursuant to the Commission's export regulations.

18. On or about March 17, 1993, Premier sold approximately 2.5 million Ghost Blaster toys to SKR Resources, Inc. (hereinafter, "SKR"), 307 Fifth Avenue, New York, NY 10016. The contract provided no restrictions on the resale of the Ghost Blaster toys by SKR "with the exception that the units shall only be offered for resale by SKR for export in accordance with the requirements of the Consumer Product Safety Commission (CPSC)." Premier did not advise the staff of this transaction, or seek guidance about the legality of this sale of the Ghost Blaster toys.

19. As a result of Premier's sales of the Ghost Blaster toys to SKR, the Ghost Blaster toys were distributed in domestic commerce; and/or were exported without notifying the Commission pursuant to section 14(d) of the FHSA, *supra*, and the Commission's Procedures for the Export of Noncomplying Products, *supra*, in violation of sections 4 (a), (c), and (i) of the FHSA, 15 U.S.C. §§ 1263 (a), (c), and (i).

20. Premier knowingly introduced or caused the introduction in interstate commerce or delivery for introduction in interstate commerce; received in interstate commerce and delivered or proffered delivery thereof for pay or otherwise; and failed to comply or caused the failure to comply with the Commission's Procedures For Export of Noncomplying Products, *supra*, the

Ghost Blaster toy identified in paragraph 4 above, a banned hazardous toy, in violation of sections 4 (a), (c), and (i) of the FHSA, 15 U.S.C. §§ 1263 (a), (c), and (i).

III. Response of Premier

21. Premier denies the staff's allegations as set forth in paragraphs 4 through 20 above.

22. Premier denies it knowingly introduced or caused the introduction in interstate commerce or delivery for introduction in interstate commerce; received in interstate commerce and delivery or proffered delivery thereof for pay or otherwise; and failed to comply or caused the failure to comply with the Commission's Export of Noncomplying Products, the Ghost Blaster, a banned hazardous toy, identified in paragraph 4 above, in violation of sections 4 (a), (c), and (i) of the FHSA, 15 U.S.C. §§ 1263 (a), (c), and (i).

23. Upon notification by the Commission staff that the Ghost Blaster toys had been distributed in domestic commerce, Premier cooperated with the Commission staff in removing the products from the marketplace.

IV. Agreement of the Parties

24. The Consumer Product Safety Commission has jurisdiction over Premier and the subject matter of this Settlement Agreement and Order under the following acts: Consumer Product Safety Act, 15 U.S.C. § 2051 *et seq.*, and the Federal Hazardous Substances Act, 15 U.S.C. § 1261 *et seq.*

25. Upon final acceptance by the Commission of this Settlement Agreement and Order, the Commission shall issue the attached Order incorporated herein by this reference.

26. The Commission does not make any determination that Premier knowingly violated the FHSA and/or the CPSA. This Agreement is entered into for the purposes of settlement only.

27. Upon final acceptance of this Settlement Agreement by the Commission and issuance of the Final Order, Premier knowingly, voluntarily, and completely waives any rights it may have in this matter (1) to an administrative or judicial hearing, (2) to judicial review or other challenge or contest of the validity of the Commission's actions, (3) to a determination by the Commission as to whether Premier failed to comply with the FHSA and/or the CPSA as aforesaid, (4) to a statement of findings of fact and conclusions of law, and (5) to any claims under the Equal Access to Justice Act.

28. Upon final acceptance of this Settlement Agreement by the

Commission and the issuance of the Final Order, the Commission and Premier knowingly, voluntarily, and completely mutually release such other, their agents, successors, officers, directors, shareholders, and assigns, from any and all disputes, claims, potential claims, controversies, or other differences of any nature whatsoever arising from or relating to the allegations that are contained in this Agreement.

29. For purposes of section 6(b) of the CPSA, 15 U.S.C. § 2055(b), this matter shall be treated as if a compliant had issued; and the Commission may publicize the terms of this Settlement Agreement and Order.

30. Upon provisional acceptance of this Settlement Agreement and Order by the Commission, this Settlement Agreement and Order shall be placed on the public record and shall be published in the Federal Register in accordance with the procedures set forth in 16 C.F.R. §§ 1118.20(e)-(h). If the Commission does not receive any written request not to accept the Settlement Agreement and Order within 15 days, the Settlement Agreement and Order will be deemed finally accepted on the 16th day after the date it is published in the Federal Register.

31. The parties further agree that the Commission shall issue the attached Order; and that a violation of the Order shall subject Premier to appropriate legal action.

32. Agreements, understandings, representations, or interpretations made outside of this Settlement Agreement and Order may not be used to vary or to contradict its terms.

33. The provisions of the Settlement Agreement and Order shall apply to the Commission and to Premier and each of its successors and assigns.

Dated April 2, 1996.
Respondent Premier Promotions and Marketing, Inc.

Irving Rubenstein,
President, Premier Promotions and Marketing, Inc. 14553 Delano Street, Suite 207, Van Nuys, CA 91411.

Commission Staff
David Schmeltzer,
Assistant Executive Director, Office of Compliance.

Eric L. Stone,
Acting Director, Division of Administrative Litigation, Office of Compliance.

Dated April 11, 1996.
Dennis C. Kacoyanis,
Trial Attorney, Division of Administrative Litigation, Office of Compliance.

Order

Upon consideration of the Settlement Agreement entered into between Respondent Premier Promotions and

Marketing, Inc., a corporation, and the staff of the Consumer Product Safety Commission; and the Commission having jurisdiction over the subject matter and Premier Promotions and Marketing, Inc.; and it appearing that the Settlement Agreement and Order is in the public interest, it is

Ordered, that the Settlement Agreement be and hereby is accepted; and it is

Further ordered, that upon final acceptance of the settlement Agreement and Order, Premier Promotions and Marketing, Inc. shall pay the Commission a civil penalty in the amount of seventy-five thousand and ⁰⁰/₁₀₀ dollars (\$75,000.00) in three (3) payments. The first payment of twenty-five thousand and ⁰⁰/₁₀₀ dollars (\$25,000.00) shall be due within twenty (20) days after service upon Respondent of the Final Order of the Commission accepting the Settlement Agreement. The second payment of twenty-five thousand and ⁰⁰/₁₀₀ dollars (\$25,000.00) shall be made within one year after service of the Final Order upon Respondent. The third payment of twenty-five thousand and ⁰⁰/₁₀₀ dollars (\$25,000.00) shall be made within two years after service of the Final Order. Payment of the full amount of the civil penalty shall settle fully the staff's allegations set forth in paragraphs 4 through 21 of the Settlement Agreement that Premier Promotions and Marketing, Inc. knowingly violated the FHSA. Upon the failure by Premier Promotions and Marketing, Inc. to make a payment or upon the making of a late payment by Premier Promotions and Marketing, Inc. the entire amount of the civil penalty shall be due and payable, and interest on the outstanding balance shall accrue and be paid at the federal legal rate of interest under the provisions of 28 U.S.C. §§ 1961 (a) and (b).

Provisionally accepted and Provisional Order issued on the 10th day of June, 1996.

By order of the Commission.

Sadye E. Dunn,
Secretary, Consumer Product Safety Commission.

[FR Doc. 96-15206 Filed 6-13-96; 8:45 am]

BILLING CODE 6355-01-M

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

Information Collection Activity Proposed

AGENCY: Corporation for National and Community Service (CNCS).

ACTION: Notice of 60-day comment period prior to submitting Volunteers In