

COMMITTEE FOR PURCHASE FROM PEOPLE WHO ARE BLIND OR SEVERELY DISABLED

Procurement List; Proposed Additions and Deletions

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

ACTION: Proposed additions to and deletions from the Procurement List.

SUMMARY: The Committee is proposing to add products and a service to the Procurement List that will be furnished by nonprofit agencies employing persons who are blind or have other severe disabilities and delete products previously furnished by such agency.

DATES: *Comments Must Be Received On Or Before:* 10/20/2014.

ADDRESSES: Committee for Purchase From People Who Are Blind or Severely Disabled, 1401 S. Clark Street, Suite 10800, Arlington, Virginia, 22202-4149.

FOR FURTHER INFORMATION OR TO SUBMIT COMMENTS CONTACT: Barry S. Lineback, Telephone: (703) 603-7740, Fax: (703) 603-0655, or email CMTEFedReg@AbilityOne.gov.

SUPPLEMENTARY INFORMATION: This notice is published pursuant to 41 U.S.C. 8503 (a)(2) and 41 CFR 51-2.3. Its purpose is to provide interested persons an opportunity to submit comments on the proposed actions.

Additions

If the Committee approves the proposed additions, the entities of the Federal Government identified in this notice will be required to procure the products and service listed below from nonprofit agencies employing persons who are blind or have other severe disabilities.

The following products and service are proposed for addition to the Procurement List for production by the nonprofit agencies listed:

Products

NSN: MR 919—Brush, Scrubber Plastic Block

NSN: MR 1078—Broom, Corn Whisk

NPA: Alphapointe, Kansas City, MO

Contracting Activity: Defense Commissary Agency, Fort Lee, VA

Coverage: C-List for the requirements of military commissaries and exchanges as aggregated by the Defense Commissary Agency, Fort Lee, VA

NSN: 6140-01-545-0940—Battery, Storage, 12V

NPA: Eastern Carolina Vocational Center, Inc., Greenville, NC

Contracting Activity: Defense Logistics Agency Land and Maritime, Columbus, OH

Coverage: C-List for 100% of the requirement

of the Department of Defense, as aggregated by the Defense Logistics Agency Land and Maritime, Columbus, OH

Service

Service Type/Location: Custodial Service, U.S. Army, Warrior Transition Battalion, 4-2027 Normandy Drive, Fort Bragg, NC

NPA: The Chimes, Inc., Baltimore, MD

Contracting Activity: Dept of the Army, W074 ENDIST WILMINGTON, Wilmington, NC

Deletion

The following products are proposed for deletion from the Procurement List:

Products

Liner, Flyer's Jacket, Air Force

NSN: 8415-00-844-9811—Green Quilted, Small

NSN: 8415-00-844-9812—Green Quilted, Medium

NSN: 8415-00-844-9813—Green Quilted, Large

NSN: 8415-00-844-9814—Green Quilted, X Large

NPA: Peckham Vocational Industries, Inc., Lansing, MI

Contracting Activity: Defense Logistics Agency Troop Support, Philadelphia, PA

Barry S. Lineback,

Director, Business Operations.

[FR Doc. 2014-22355 Filed 9-18-14; 8:45 am]

BILLING CODE 6353-01-P

CONSUMER PRODUCT SAFETY COMMISSION

Sunshine Act Meeting

TIME AND DATE: Wednesday September 24, 2014, 10 a.m.–12 p.m.

PLACE: Hearing Room 420, Bethesda Towers, 4330 East West Highway, Bethesda, Maryland.

STATUS: Commission Meeting—Open to the Public

MATTER TO BE CONSIDERED: Decisional Matter: Safety Standard for Magnet Sets—Final Rule

A live Web cast of the meeting can be viewed at www.cpsc.gov/live.

For a recorded message containing the latest agenda information, call (301) 504-7948.

CONTACT PERSON FOR MORE INFORMATION: Todd A. Stevenson, Office of the Secretary, U.S. Consumer Product Safety Commission, 4330 East West Highway, Bethesda, MD 20814, (301) 504-7923.

Dated: September 16, 2014.

Todd A. Stevenson,
Secretariat.

[FR Doc. 2014-22457 Filed 9-17-14; 11:15 am]

BILLING CODE 6355-01-P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 14-C0004]

Meijer, Inc., Provisional Acceptance of a Settlement Agreement and Order

AGENCY: Consumer Product Safety Commission.

ACTION: Notice.

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). Published below is a provisionally-accepted Settlement Agreement with Meijer, Inc., containing a civil penalty of two million dollars (\$2,000,000.00 U.S. dollars), within twenty (20) days of service of the Commission's final Order accepting the Settlement Agreement.

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 October 6, 2014.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 14-C0004 Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 820, Bethesda, Maryland 20814-4408.

FOR FURTHER INFORMATION CONTACT: Ray M. Aragon, General Attorney, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814-4408; telephone (301) 504-6883.

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

Dated: September 16, 2014.

Todd A. Stevenson,
Secretary.

United States of America Consumer Product Safety Commission

In the Matter of: Meijer, Inc.

CPSC Docket No.: 14-C0004

SETTLEMENT AGREEMENT

1. In accordance with the Consumer Product Safety Act ("CPSA"), 15 U.S.C. §§ 2051-2089 and 16 C.F.R. § 1118.20,

Meijer, Inc. (“Meijer”), and the U.S. Consumer Product Safety Commission (“Commission”), through its staff (“staff”), hereby enter into this Settlement Agreement (“Agreement”). The Agreement and the incorporated attached Order (“Order”) resolve staff’s charges set forth below.

THE PARTIES

2. The Commission is an independent federal regulatory agency, established pursuant to, and responsible for, the enforcement of the CPSA. By executing the Agreement, staff is acting on behalf of the Commission, pursuant to 16 CFR 1118.20(b). The Commission issues the Order under the provisions of the CPSA.

3. Meijer is a corporation organized and existing under the laws of the state of Michigan. Its principal corporate offices are located at 2929 Walker Avenue NW., Grand Rapids, Michigan 49544. Meijer operates more than 200 stores in Michigan, Ohio, Indiana, Illinois and Kentucky.

STAFF CHARGES

4. CPSC staff charges that on multiple occasions between April 2010 and April 2011, Meijer knowingly sold, offered for sale, and distributed recalled consumer products in commerce, in violation of section 19(a)(2)(B) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2068(a)(2)(B). Meijer distributed at least twelve separate recalled consumer products, totaling approximately 1,692 individual units of recalled products (the “Recalled Products”), through the reverse logistics system it operated with a third party contractor.

5. Each of the Recalled Products was recalled by its manufacturer pursuant to section 15 of the CPSA, and each was subject to a voluntary corrective action plan taken by the manufacturer, in consultation with the Commission. Each of the recalls was also publicized by each respective manufacturer and by the Commission.

6. The Recalled Products are “consumer products,” and at all relevant times Meijer was a “retailer” and/or manufacturer of these consumer products, which were “distributed in commerce,” as those terms are defined or used in sections 3(a)(5), (7) (11) and (13), of the CPSA, 15 U.S.C. 2052(a)(5), (7) and (11) (13).

7. Under CPSA section 19(a)(2)(B), it is unlawful for any person to sell, offer for sale, manufacture for sale, distribute in commerce, or import into the United States any consumer product that is subject to voluntary corrective action taken by the manufacturer, in consultation with the Commission, of which action the Commission has

notified the public, or if the seller, distributor, or manufacturer knew, or should have known, of such voluntary corrective action.

8. Pursuant to section 20(a)(1) of the CPSA, 15 U.S.C. 2069(a)(1), any person who “knowingly” violates CPSA section 19 is subject to civil penalties. Under section 20(d) of the CPSA, 15 U.S.C. § 2069(d), the term “knowingly” means: “(1) the having of actual knowledge, or (2) the presumed having of knowledge deemed to be possessed by a reasonable man who acts in the circumstances, including knowledge obtainable upon the exercise of due care to ascertain the truth of representations.”

9. CPSC staff charges that beginning in or about April 2010, and including until at least in or about April 2011, Meijer received information from the third party contractor regarding the sale of all products handled by its third party contractor but failed to prevent the distribution of the Recalled Products.

10. CPSC staff charges that the Recalled Products that were resold include:

- 1,173 Touch Point Oscillating Ceramic Heaters manufactured by Ningbo Dongji Electronic Tech Co. LTC and imported by Meijer (CPSC Release No. 11–053, Nov. 23, 2010);
- 136 Bathtub Subs imported by Munchkin, Inc. (CPSC Release No. 11–012, Oct. 18, 2010);
- 114 Fisher-Price Trikes and Tough Trikes toddler tricycles manufactured by Fisher-Price (CPSC Release No. 10–359, Sept. 30, 2010);
- 93 Hoover WindTunnel T-Series Bagless Upright Vacuum Cleaners with Cord Rewind Feature imported by Hoover Inc. (CPSC Release No. 10–248, May 27, 2010);
- 69 Little People Wheelies Stand ‘n Play Rampways imported by Fisher Price (CPSC Release No. 10–360, Sept. 30, 2010);
- 50 Discovery Kids Animated Marine and Safari Lamps imported by Innovage LLC (CPSC Release No. 10–135, Feb. 9, 2010);
- 27 Ocean Wonders Kick & Crawl Aquariums imported by Fisher-Price (CPSC Release No. 10–362, Sept. 30, 2010);
- 17 Refreshing Rings Infant Teethers/Rattles imported by Sassy (CPSC Release No. 11–114, Jan. 31, 2011);
- 6 SlingRider Baby Slings manufactured by Infantino (CPSC Release No. 10–177, Mar. 24, 2010);
- 5 Box Fans manufactured by Lasko (CPSC Release No. 11–183, Mar. 24, 2011);
- 1 Harmony High Chair manufactured by Graco Children’s

Products (CPSC Release No. 10–171, Mar. 18, 2010, revised Mar. 21, 2011); and

- 1 Random Orbit Sander manufactured by Black & Decker (CPSC Release No. 10–339, Sept. 9, 2010).

11. Staff charges that Meijer’s sale and distribution of these Recalled Products was knowing, as that term is defined in Section 20(d) of the CPSA, 15 U.S.C. 2069(d).

12. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Meijer is subject to a civil penalty for its knowing resale of the Recalled Products, which was in violation of section 19(a)(2)(B) of the CPSA, 15 U.S.C. 2068(a)(2)(B).

MEIJER’S RESPONSE

13. Meijer neither admits nor denies the charges set forth in paragraphs 4 through 12 including, but not limited to, the charge that Meijer knowingly sold, offered for sale, and distributed recalled consumer products in commerce, in violation of section 19(a)(2)(B) of the Consumer Product Safety Act (CPSA), 15 U.S.C. 2068(a)(2)(B).

14. Meijer reasonably relied upon the reverse logistics system operated through an independent third party it hired to handle its disposition of the Recalled Products. Meijer believed that adequate safeguards were in place to prevent Recalled Products from being distributed into commerce and states that any distribution of the Recalled Products was inadvertent and occurred without Meijer’s knowledge.

15. In March 2011, Meijer, in conjunction with CPSC, voluntarily re-announced a recall of the Recalled Products that had been inadvertently distributed through the reverse logistics system operated through an independent third party.

16. Meijer has informed the Commission that it is not aware of any reported incidents or injuries associated with the Recalled Products.

AGREEMENT OF THE PARTIES

17. Under the CPSA, the Commission has jurisdiction over the matter involving the Recalled Products described herein and over Meijer.

18. In settlement of staff’s charges, and to avoid the cost, distraction, delay, uncertainty, and inconvenience of protracted litigation or other proceedings, Meijer shall pay a civil penalty in the amount of two million dollars (\$2,000,000.00 U.S. dollars), which shall be due and payable within twenty (20) calendar days after receiving service of the Commission’s final Order accepting the Agreement. All payments to be made under the Agreement shall constitute debts owing to the United

States and shall be made by electronic wire transfer to the United States via: <http://www.pay.gov>.

19. The parties agree that this settlement figure is predicated, among other things, upon the accuracy of oral and written representations of, and statements by, Meijer and Meijer's representatives (including representations set forth in the Agreement).

20. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute any legal or factual admission by Meijer or a determination by the Commission that Meijer violated the CPSA.

21. Following staff's receipt of the Agreement executed on behalf of Meijer, staff shall promptly submit the Agreement to the Commission for provisional acceptance. Promptly following provisional acceptance of the Agreement by the Commission, the Agreement shall be placed on the public record and published in the **Federal Register**, in accordance with the procedures set forth in 16 CFR 1118.20(e). If, within fifteen (15) calendar days, the Commission does not receive any written request not to accept the Agreement, the Agreement shall be deemed finally accepted on the sixteenth (16th) calendar day after the date the Agreement is published in the **Federal Register**, in accordance with 16 CFR 1118.20(f).

22. The Agreement is conditioned upon, and subject to, the Commission's final acceptance, as set forth above, and is subject to the provisions of 16 CFR § 1118.20(h). Upon the later of: (i) The Commission's final acceptance of the Agreement and service of the accepted Agreement upon Meijer, and (ii) the date of issuance of the final Order, the Agreement shall be in full force and effect and shall be binding upon the parties.

23. Effective upon the later of: (i) The Commission's final acceptance of the Agreement and service of the accepted Agreement upon Meijer, and (ii) the date of issuance of the final Order, for good and valuable consideration, Meijer hereby expressly and irrevocably waives and agrees not to assert any past, present, or future rights to the following actions or remedies in connection with the matters described in the Agreement: (a) An administrative or judicial hearing; (b) judicial review or other challenge or contest of the validity of the Order or of the Commission's actions; (c) a determination by the Commission of whether Meijer failed to comply with the CPSA and the underlying regulations; (d) a statement of findings of fact and conclusions of

law; and (e) any claims under the Equal Access to Justice Act.

24. Meijer represents and agrees that it will maintain a reverse logistics compliance program designed to avoid violations by Meijer of CPSA § 19(a)(2)(B) by introducing recalled consumer products into the stream of commerce. Meijer represents that its ongoing reverse logistics program will contain (i) written standards, policies, and procedures for the appropriate disposition of recalled goods; (ii) mechanisms to communicate to all applicable Meijer employees through training programs or otherwise, company policies and procedures to prevent violations of CPSA § 19(a)(2)(B); (iii) management oversight of a reverse logistics program, including a mechanism for Meijer employees' confidential reporting to a Meijer official with the authority to act as necessary; (iv) a policy to retain Meijer reverse logistics records related to the recalled product collection and disposition, for at least five (5) years from the date of the recall; and (v) availability of such records to Commission staff, upon reasonable request.

25. The parties acknowledge and agree that the Commission may make public disclosure of the terms of the Agreement and the Order.

26. Meijer represents that the Agreement: (i) Is entered into freely and voluntarily, without any degree of duress or compulsion whatsoever; (ii) has been duly authorized; and (iii) constitutes the valid and binding obligation of Meijer, and each of its successors and/or assigns, enforceable against Meijer in accordance with the Agreement's terms. The individuals signing the Agreement on behalf of Meijer represent and warrant that they are duly authorized by Meijer to execute the Agreement.

27. The Commission signatories represent that they are signing the Agreement in their official capacities and that they are authorized to execute the Agreement.

28. The Agreement is governed by the laws of the United States.

29. The Agreement and the Order shall apply to, and be binding upon, Meijer and each of its companies, subsidiaries, successors, transferees, and assigns, and a violation of the Agreement or Order may subject Meijer and each of its companies, subsidiaries, successors, transferees, and assigns to appropriate legal action.

30. The Agreement and the Order constitute the complete agreement between the parties on the subject matter contained herein and therein.

31. The Agreement may be used in interpreting the Order. Understandings, agreements, representations, or interpretations apart from those contained in the Agreement and the Order may not be used to vary or contradict their terms. For purposes of construction, the Agreement shall be deemed to have been drafted by both of the parties, and shall not be construed against any party for that reason in any subsequent dispute.

32. The Agreement shall not be waived, amended, modified, or otherwise altered, except as in accordance with the provisions of 16 CFR 1118.20(h). The Agreement may be executed in counterparts.

33. If any provision of the Agreement or the Order is held to be illegal, invalid, or unenforceable under present or future laws effective during the terms of the Agreement and the Order, such provision shall be fully severable. The balance of the Agreement and the Order shall remain in full force and effect, unless the Commission and Meijer agree that severing the provision materially affects the purpose of the Agreement and Order.

Meijer, Inc.

Dated: September 3, 2014.

Janet G. Kelley, Senior Vice President,
General Counsel and Secretary,
Meijer, Inc.,
2929 Walker Avenue NW.,
Grand Rapids, Michigan 49544.

Dated: September 3, 2014.

Georgia C. Ravitz, Esq.,
Arent Fox LLP,
1717 K Street NW.,
Washington, DC 20036,
Counsel for Meijer, Inc.

U.S. Consumer Product Safety, Commission Staff.

Stephanie Tsacoumis,
General Counsel.

Mary T. Boyle,
Deputy General Counsel.

Mary B. Murphy,
Assistant General Counsel.

Dated: September 3, 2014.

Ray M. Aragon,
General Attorney.

UNITED STATES OF AMERICA CONSUMER PRODUCT SAFETY COMMISSION

In the Matter of: Meijer, Inc.

CPSC Docket No.: 14-C0004

ORDER

Upon consideration of the Settlement Agreement entered into between Meijer, Inc. ("Meijer"), and the U.S. Consumer Product Safety Commission ("Commission"), and the Commission having jurisdiction over the subject matter and over Meijer, and it appearing

that the Settlement Agreement and the Order are in the public interest, it is

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

FURTHER ORDERED, that Meijer shall comply with the terms of the Settlement Agreement and shall pay a civil penalty of two million dollars (\$2,000,000.00 U.S. dollars), within twenty (20) calendar days after receiving service of the Commission's final Order accepting the Settlement Agreement. Upon failure of Meijer to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Meijer at the federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b). If Meijer fails to make such a payment or to comply in full with any other provision as set forth in the Settlement Agreement, such conduct will be considered a violation of the Settlement Agreement and Order.

Provisionally accepted and provisional Order issued on the 16th day of September, 2014.

By Order of the Commission.

Todd A. Stevenson,
Secretary, U.S. Consumer Product Safety
Commission.

[FR Doc. 2014-22344 Filed 9-18-14; 8:45 am]

BILLING CODE 6355-01-P

DEPARTMENT OF DEFENSE

Office of the Secretary

Board of Regents, Uniformed Services University of the Health Sciences; Notice of Federal Advisory Committee Meeting

AGENCY: Uniformed Services University of the Health Sciences (USU), Department of Defense.

ACTION: Quarterly meeting notice.

SUMMARY: The Department of Defense is publishing this notice to announce the following meeting of the Board of Regents, Uniformed Services University of the Health Sciences ("the Board").

DATES: Tuesday, October 14, 2014, from 2:00 p.m. to 3:45 p.m. (Open Session) and 4:00 p.m. to 5:00 p.m. (Closed Session).

ADDRESSES: Hershey Lodge, 325 University Drive, Hershey, PA 17033.

FOR FURTHER INFORMATION CONTACT: Jennifer Nuetzi James, Designated Federal Officer, 4301 Jones Bridge Road, D3002, Bethesda, Maryland 20814; telephone 301-295-3066; email jennifer.nuetzi-james@usuhs.edu.

SUPPLEMENTARY INFORMATION: This meeting notice is being published under

the provisions of the Federal Advisory Committee Act of 1972 (5 U.S.C., Appendix, as amended), the Government in the Sunshine Act of 1976 (5 U.S.C. 552b, as amended), and 41 CFR part 102-3.150.

Purpose of the Meeting: The purpose of the meeting is to review the operations of USU, particularly the academic affairs, and provide advice to the USU President and the Assistant Secretary of Defense for Health Affairs (who represents the Secretary of Defense). These actions are necessary for the University to pursue its mission, which is to provide outstanding healthcare practitioners and scientists to the uniformed services, and to obtain institutional accreditation.

Agenda: The actions that will take place include the approval of minutes from the Board Meeting held on August 5, 2014; recommendations regarding the approval of faculty appointments and promotions; recommendations regarding the awarding of post-baccalaureate degrees; and the review of awards and honors. The USU President will provide a report on recent actions affecting academic and operations of the University. The Armed Forces Radiobiology Research Institute will provide an operational update; the F. Edward Hébert School of Medicine will provide academic updates to include initiatives and collaborations; the Daniel K. Inouye Graduate School of Nursing will present an update on academic activities and collaborations; and the Postgraduate Dental College will provide an update on academic activities. A closed session will be held to discuss personnel actions and active investigations.

Meeting Accessibility: Pursuant to Federal statute and regulations (5 U.S.C. 552b and 41 CFR parts 102-3.140 through 102-3.165) and the availability of space, the meeting is open to the public from 2:00 p.m. to 3:45 p.m. Seating is on a first-come basis. Members of the public wishing to attend the meeting should contact Jennifer Nuetzi James at the address and phone number noted in the **FOR FURTHER INFORMATION CONTACT** section.

Pursuant to 5 U.S.C. 552b(c)(2), 5-7) the Department of Defense has determined that the portion of the meeting from 4:00 p.m. to 5:00 p.m. shall be closed to the public. The Under Secretary of Defense (Personnel and Readiness), in consultation with the Office of the DoD General Counsel, has determined in writing that a portion of the committee's meeting will be closed as the discussion will disclose sensitive personnel information, will include matters that relate solely to the internal

personnel rules and practices of the agency, will involve allegations or findings of a person having committed a crime or censuring an individual, and may disclose investigatory records compiled for law enforcement purposes.

Written Statements: Pursuant to 41 CFR part 102-3.140, and section 10(a)(3) of the Federal Advisory Committee Act of 1972, the public or interested organizations may submit written comments to the Board about its approved agenda pertaining to this meeting, or at any time on the Board's mission. Interested persons may submit a written statement for consideration by the Board. Individuals submitting a written statement must submit their statement to the Designated Federal Officer at the address listed in **FOR FURTHER INFORMATION CONTACT**. If such statement is not received at least 5 calendar days prior to the meeting, it may not be provided to or considered by the Board until a later date. The Designated Federal Officer will compile all timely submissions with the Board's Chairman and ensure such submissions are provided to Board Members before the meeting.

Dated: September 16, 2014.

Aaron Siegel,

Alternate OSD Federal Register Liaison
Officer, Department of Defense.

[FR Doc. 2014-22399 Filed 9-18-14; 8:45 am]

BILLING CODE 5001-06-P

DEPARTMENT OF DEFENSE

Office of the Secretary

U.S. Strategic Command Strategic Advisory Group; Notice of Advisory Committee Closed Meeting

AGENCY: Department of Defense.

ACTION: Notice of Advisory Committee closed meeting.

SUMMARY: The Department of Defense is publishing this notice to announce the following Federal Advisory Committee meeting of the U.S. Strategic Command Strategic Advisory Group. This meeting will be closed to the public.

DATES: Thursday, October 16, 2014, from 8:00 a.m. to 5:00 p.m. and Friday, October 17, 2014, from 8:00 a.m. to 11:00 a.m.

ADDRESSES: Dougherty Conference Center, Building 432, 906 SAC Boulevard, Offutt AFB, Nebraska 68113.

FOR FURTHER INFORMATION CONTACT: Mr. Bruce Sudduth, Designated Federal Officer, (402) 294-4102, 901 SAC Boulevard, Suite 1F7, Offutt AFB, NE 68113-6030.