

Telephone: (703) 603-7740, Fax: (703) 603-0655, or e-mail  
CMTEFedReg@AbilityOne.gov.

**SUPPLEMENTARY INFORMATION:** This notice is published pursuant to 41 U.S.C 47(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 product and services listed below from nonprofit agencies employing persons who are blind or have other severe disabilities.

#### Regulatory Flexibility Act Certification

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. If approved, 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 product and services to the Government.

2. If approved, the action will result in authorizing small entities to furnish the product and services to the Government.

3. 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 product and services proposed for addition to the Procurement List.

Comments on this certification are invited. Commenters should identify the statement(s) underlying the certification on which they are providing additional information.

#### End of Certification

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

#### Product

NSN: 6140-01-413-3926—Rechargeable Battery, AA, Nickel Metal Hydride.  
NPA: North Jersey Friendship House, Inc., Hackensack, NJ.

*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.

#### Services

*Service Type/Location:* Custodial and Grounds Maintenance, Keyport Three Dimensional Range, Bldg. 475, NAVFAC NW., Zelatched Point, WA.

NPA: Skookum Educational Programs, Bremerton, WA.

*Contracting Activity:* Dept of the Navy, NAVFAC Northwest, Silverdale, WA.

*Service Type/Location:* Custodial Service, White Mountain National Forest, Saco Ranger Administrative Site, Routes 112, 33 Kancamagus Highway, Conway, NH.

NPA: Northern New England Employment Services, Portland, ME.

*Contracting Activity:* Department of Agriculture, Forest Service, Allegheny National Forest, Warren, PA.

*Service Type/Location:* Grounds Maintenance, United States Southern Command, 9301 NW., 33rd Street, Doral, FL.

NPA: Goodwill Industries of South Florida, Inc., Miami, FL.

*Contracting Activity:* Department of the Army, BASOPS Act Westside Plaza II, Miami, FL.

#### Deletion

#### Regulatory Flexibility Act Certification

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. If approved, the action will not result in additional reporting, recordkeeping or other compliance requirements for small entities.

2. If approved, the action may result in authorizing a small entity to provide the service to the Government.

3. 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 service proposed for deletion from the Procurement List.

#### End of Certification

The following service is proposed for deletion from the Procurement List:

#### Service

*Service Type/Location:* Removal of Tool Identification Numbers, Tinker Air Force Base, OK.

NPA: Work Activity Center, Inc., Moore, OK.

*Contracting Activity:* Dept of the Air Force, FA8101 OC ALC PKO, Tinker AFB, OK.

#### Patricia Briscoe,

*Deputy Director, Business Operations, (Pricing and Information Management).*

[FR Doc. 2011-26575 Filed 10-13-11; 8:45 am]

**BILLING CODE 6353-01-P**

## CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 12-C0002]

### Henry Gordy International, 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 Henry Gordy International, Inc., containing a civil penalty of \$1,100,000.00.

**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 31, 2011.

**ADDRESSES:** Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 12-C0002, Office of the Secretary, Consumer Product Safety Commission, 4330 East West Highway, Room 820, Bethesda, Maryland 20814-4408.

**FOR FURTHER INFORMATION CONTACT:** Patricia Kennedy Vieira, Esquire, Division of Enforcement and Information, Office of the General Counsel, Consumer Product Safety Commission, 4330 East West Highway, Bethesda, Maryland 20814-4408; telephone (301) 504-7623.

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

Dated: October 7, 2011,

**Todd A. Stevenson,**  
*Secretary.*

#### Settlement Agreement

1. In accordance with 16 CFR 1118.20, Henry Gordy International, Inc., its current and/or former corporate parent(s), affiliates, successors, and/or assigns, and any and/or all current and/or former directors, officers, agents and employees (collectively "Henry Gordy") and staff ("staff") of the United States Consumer Product Safety Commission ("Commission") hereby enter into this Settlement Agreement ("Agreement") under the Consumer Product Safety Act ("CPSA"). The Agreement and the incorporated attached Order resolve staff's allegations and settle any and all

claims under the CPSA and the Child Safety Protection Act, Public Law 103–267, 108 Stat. 722 (1994), which exist or arise from staff's allegations set forth below.

#### *The Parties*

2. Staff is the staff of the Consumer Product Safety Commission, an independent federal regulatory agency established pursuant to, and responsible for, the enforcement of the CPSA, 15 U.S.C. 2051–2089, and the CSPA, Public Law 103–267, 108 Stat. 722.

3. Henry Gordy is a corporation, organized and existing under the laws of the State of Delaware, with its principal corporate office located at P.O. Box 2769, 900 North Avenue, Plainfield, New Jersey 07062–0769.

#### *Staff Allegations*

4. Between September 2005 and February 2008, Henry Gordy imported approximately 1,806,048 units of the “Auto Fire Target Set” (“Target Set”). Each Target Set consisted of the following: A toy gun; soft, pliable, plastic toy darts; and a small target. The Target Sets were sold for \$1.50 nationwide by Family Dollar Stores, Inc., exclusively during the period September 2005 through January 2009.

5. The Target Sets are “consumer products.” At all relevant times, Henry Gordy, as importer of the Target Sets, is a “manufacturer” of these consumer products, which were “distributed in commerce,” as those terms are defined or used in sections 3(a)(5), (8) and (11) of the CPSA, 15 U.S.C. 2052(a)(5), (8) and (11).

6. The Target Sets are defective because if a child places the soft, pliable plastic toy dart in their mouth, the dart can be inhaled into the throat and it can prevent the child from breathing.

7. Henry Gordy received its first report of a death involving a Target Set on or about May 1, 2006, after an 8-year-old boy choked on a dart and died on March 9, 2006.

8. In response to the death reported on or about May 1, 2006, Henry Gordy implemented a design change, on or about August 3, 2006, to add a product warning to the Target Set's packaging, which stated: “Parental Supervision Suggested.”

9. On January 8, 2007, Henry Gordy was notified that a 10-year-old boy had died after he swallowed a dart and asphyxiated.

10. On October 31, 2007, Henry Gordy was notified that a 9-year-old boy had died after he swallowed a dart and asphyxiated.

11. Despite being aware of the information set forth in Paragraphs 7

through 10, Henry Gordy did not report to the Commission until May 29, 2009, after staff asked Henry Gordy to do so. By May 29, 2009, Henry Gordy was aware of three deaths involving the Target Sets.

12. In its report to the Commission on May 29, 2009, Henry Gordy did not include the death on March 9, 2006, of the 8-year-old boy; nor did Henry Gordy notify the Commission of the packaging design change it made in response to that death.

13. On June 30, 2009, staff informed Henry Gordy that the Target Sets should be recalled.

14. On September 28, 2009, Henry Gordy notified staff that it would not agree to staff's request for a recall of the Target Sets.

15. Ultimately, the Target Sets were recalled on May 17, 2010, by the exclusive retailer, Family Dollar Stores, Inc.

16. On May 23, 2010, six days after the recall was announced, another 8-year-old boy died after he swallowed a dart and asphyxiated.

17. Although Henry Gordy had obtained sufficient information to reasonably support the conclusion that the Target Sets contained a defect which could create a substantial product hazard, or created an unreasonable risk of serious injury or death, Henry Gordy failed to inform the Commission immediately of such defect or risk, as required by sections 15(b)(3) and (4) of the CPSA, 15 U.S.C. 2064(b)(3) and (4). In failing to report to the Commission, Henry Gordy knowingly violated section 19(a)(4) of the CPSA, 15 U.S.C. 2068(a)(4), as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

18. Henry Gordy also had obtained information to reasonably support the conclusion that a child had choked on a small part contained in a toy or game, and learned that the child had died as a result of that incident. Nevertheless, Henry Gordy did not report within 24 hours of obtaining that information, as it was required to do under section 102(a) of the CSPA, Public Law 103–267, 108 Stat. 722; 16 CFR 1117.4. By failing to report within 24 hours of obtaining the information about a child who had choked on a small part contained in a toy or game, Henry Gordy knowingly violated section 19(a)(3) of the CPSA, 15 U.S.C. 2068(a)(3), as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

19. Henry Gordy made a material misrepresentation to staff in the course of an investigation under section 15(b) of the CPSA, by failing to report the March 9, 2006, death of an 8-year-old

boy and also by failing to report the packaging design change that it had made to the Target Sets. In failing to provide this information to the Commission in its report under section 15(b), Henry Gordy knowingly violated section 19(a)(13) of the CPSA, 15 U.S.C. 2068(a)(13), as the term “knowingly” is defined in section 20(d) of the CPSA, 15 U.S.C. 2069(d).

20. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Henry Gordy is subject to civil penalties for its knowing failure to report under section 15(b) of the CPSA, as required under section 19(a)(4) of the CPSA. Pursuant to the CPSA, 15 U.S.C. 2069, Henry Gordy is also subject to civil penalties under section 19(a)(13) of the CPSA for knowingly making a material misrepresentation to staff in the course of its section 15(b) investigation.

21. Pursuant to section 20 of the CPSA, 15 U.S.C. 2069, Henry Gordy is subject to civil penalties for its knowing failure to report under the automatic reporting provisions of section 102(a) of the CSPA, pertaining to small parts incident reporting, Public Law 103–267, 108 Stat. 722.

#### *Response of Henry Gordy*

22. Henry Gordy denies all of staff's allegations in this Agreement and Order.

23. Henry Gordy specifically denies that the Target Sets contain a defect which could create a substantial product hazard or create an unreasonable risk of serious injury or death, and Henry Gordy denies that it knowingly violated the reporting requirements of Section 15(b) of the CPSA, 15 U.S.C. 2064(b).

24. Henry Gordy specifically denies that it had sufficient information to reasonably support the conclusion that the Target Sets contain a defect which could create a substantial product hazard or create an unreasonable risk of serious injury or death.

25. Henry Gordy specifically denies that it had information to reasonably support the conclusion that a child had choked on a small part contained in a toy or game that it imported and as a result of that incident had died, and further denies that it knowingly violated the reporting requirements of the CSPA, Public Law 103–267, 108 Stat. 722; 16 CFR 1117.4.

26. Henry Gordy specifically denies that any of the four deaths described in staff's allegations were caused by the Target Sets imported by Henry Gordy.

27. Henry Gordy specifically denies that it made a material misrepresentation to staff in the course of staff's investigation.

28. Henry Gordy is entering into this Agreement for settlement purposes only, and it has made a business decision to avoid additional expenses and distractions related to further administrative process and litigation.

#### *Agreement of the Parties*

29. Under the CPSA, the Commission has jurisdiction over this matter and over Henry Gordy.

30. In settlement of staff's allegations, Henry Gordy shall pay a civil penalty in the amount of one million, one hundred thousand dollars (\$1,100,000.00) within twenty (20) calendar days of receiving service of the Commission's final Order accepting the Agreement. The payment shall be made electronically to the CPSC via: <http://www.pay.gov>.

31. The parties enter into this Agreement for settlement purposes only. The Agreement does not constitute an admission by Henry Gordy or a determination by the Commission, that Henry Gordy knowingly violated the CPSA or the CSPA.

32. Upon 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 the Commission does not receive any written request(s) not to accept the Agreement within fifteen (15) calendar days, the Agreement shall be deemed finally accepted on the 16th calendar day after the date it is published in the **Federal Register**, in accordance with 16 CFR 1118.20(f).

33. Upon the Commission's final acceptance of the Agreement and issuance of the final Order, Henry Gordy knowingly, voluntarily, and completely waives any rights it may have in this matter to the following: (i) An administrative or judicial hearing; (ii) judicial review or other challenge or contest of the Commission's actions; (iii) a determination by the Commission of whether Henry Gordy failed to comply with the CPSA and the underlying regulations; (iv) a determination by the Commission of whether Henry Gordy failed to comply with the CSPA and the underlying regulations; (v) a statement of findings of fact and conclusions of law; and (vi) any claims under the Equal Access to Justice Act.

34. The Commission may publicize the terms of the Agreement and the Order.

35. Henry Gordy shall comply with the provisions of the Agreement and Order.

36. The Commission issues the Order under the provisions of the CPSA, and

a violation of the Order may subject Henry Gordy to appropriate legal action.

37. 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. The Agreement shall not be waived, amended, modified, or otherwise altered without written agreement thereto, executed by the party against whom such waiver, amendment, modification, or alteration is sought to be enforced.

38. 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 Henry Gordy agree that severing the provision materially affects the purpose of the Agreement and the Order. The Agreement may be signed in counterparts.

Henry Gordy International, Inc.  
Dated: September 23, 2011.

By:  
David Segal,  
President,  
Henry Gordy International, Inc.,  
P.O. Box 2769, 900 North Avenue,  
Plainfield, New Jersey 07062-0769, and  
Dated: September 26, 2011.

By:  
Bridget E. Calhoun,  
Esq.,  
Crowell & Moring LLP,  
1001 Pennsylvania Ave., NW.,  
Washington, D.C. 20004.

Counsel for Henry Gordy International, Inc.,  
U.S. Consumer Product Safety Commission  
Staff,  
Cheryl A. Falvey,  
General Counsel.  
Melissa V. Hampshire,  
Assistant General Counsel.  
Dated: September 28, 2011.

By:  
Patricia Kennedy Vieira, Esq.,  
Division of Enforcement and Information,  
Office of the General Counsel.

#### **Order**

Upon consideration of the Settlement Agreement entered into between Henry Gordy International, Inc., its current and/or former corporate parent(s), affiliates, successors, and/or assigns, and any and/or all current and/or former directors, officers, agents, and employees (collectively "Henry Gordy") and the U.S. Consumer Product Safety Commission ("Commission") staff, and the Commission having jurisdiction

over the subject matter and over Henry Gordy, 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 Henry Gordy shall pay a civil penalty in the amount of one million one hundred thousand dollars (\$1,100,000.00) within twenty (20) days of service of the Commission's final Order accepting the Settlement Agreement. The payment shall be made electronically to the CPSC via: <http://www.pay.gov>. Upon the failure of Henry Gordy to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Henry Gordy at the Federal legal rate of interest set forth at 28 U.S.C. 1961(a) and (b). (continued on next page)

Provisionally accepted and provisional Order issued on the 7th day of October, 2011.  
BY ORDER OF THE COMMISSION:

Todd A. Stevenson,  
Secretary,  
U.S. Consumer Product Safety Commission.  
[FR Doc. 2011-26662 Filed 10-13-11; 8:45 am]  
BILLING CODE 6355-01-P

## **CORPORATION FOR NATIONAL AND COMMUNITY SERVICE**

### **Sunshine Act Notice**

The Board of Directors of the Corporation for National and Community Service gives notice of the following meeting:

**DATE AND TIME:** Thursday, October 20, 2011, 10:30 a.m.–12 p.m.

**PLACE:** Corporation for National and Community Service, 1201 New York Avenue, NW., Suite 8312, Washington, DC 20525 (Please go to 10th floor reception area for escort).

**CALL-IN INFORMATION:** This meeting is available to the public through the following toll-free call-in number: 888-946-3503 conference call access code number 6754733. Any interested member of the public may call this number and listen to the meeting. Callers can expect to incur charges for calls they initiate over wireless lines, and the Corporation will not refund any incurred charges. Callers will incur no charge for calls they initiate over land-line connections to the toll-free telephone number. Replays are generally available one hour after a call ends. The toll-free phone number for the replay is 402-220-9658. The end replay date is October 27, 2011 10:59 p.m. Central Time. This meeting will also be broadcast live on the Web. Members of