

2. To provide Phase I awards as grants in FY 2019 and all new NOAA SBIR awards, Phase I and Phase II, in FY 2020 and beyond.

For over thirty years—since FY 1985—NOAA has awarded contracts to small, science and technology-focused companies under the Small Business Administration (SBA) administered Small Business Innovation Research Program. Historically, NOAA has carried out the goals and directives of the program using contract procurement processes. However, given the increased emphasis for broader participation, specially by socially and economically disadvantaged persons and women-owned small businesses, NOAA aims to meet these programmatic goals by broadening the potential research areas and engendering more innovative solutions that have potential for the commercial market.

The SBIR program is a highly competitive program that encourages domestic small businesses to engage in Federal Research/Research and Development with the potential for commercialization. Through a competitive awards-based program, SBIR enables small businesses to explore their technological potential and provides the incentive to profit from its commercialization. By including qualified small businesses in the nation's research and development arena, high-tech innovation is stimulated and the United States gains entrepreneurial spirit as it meets its specific research and development needs.

Beginning in FY19, however, all new Phase I awards will be made through a competitive grants process. During Phase I of the NOAA SBIR Program, small businesses are invited to submit innovative research proposals related to the research topic areas derived from the Department of Commerce Strategic Plan, 2018–2022, <https://www.commerce.gov/file/us-department-commerce-2018-2022-strategic-plan>. While the specific subtopics that NOAA seeks to fund through the SBIR program will be available at time of the funding opportunity announcement, the broader topic areas are as follows:

1. Aquaculture
2. Recreational and Commercial Fisheries
3. Weather Service Improvement and Evolution
4. NOAA Big Data Partnerships
5. Next Generation NOAA Platforms
6. Next Generation Observation and Modeling Systems
7. Floods

Phase I gives small businesses the opportunity to establish technical merit,

feasibility, and proof of concept for the proposed innovative solution. At NOAA SBIR, we anticipate awarding multiple Phase I grants, with a period of performance of six (6) months and a not-to-exceed value of \$120,000.00 each. Any organizations or individuals receiving grants under Phase I is eligible to compete for a follow-up Phase II award.

The FY19 SBIR Phase I Notice of Funding Opportunity (NOFO) will be issued on or about October 22, 2018. The NAICS Code for this acquisition is 541715. The NOAA SBIR NOFO will be available on the Grants.gov website. *Please do not submit questions regarding this specific NOFO at this time.* More detailed topic/subtopic information will be available in the NOFO when it is published. After the release of this funding announcement, it will be the offeror's responsibility to monitor Grants.gov for any amendments or updates.

The NOFO is a restricted eligibility solicitation which is limited to small businesses. For purposes of this upcoming NOFO announcement for NOAA SBIR, eligibility requirements can be found on <http://www.sbir.gov>. NOAA plans to select for award the application(s) judged to be of the highest overall merit, with consideration given to the quality of the technical approach, innovation, commercial-potential, and company/personnel experience and qualifications.

All potential grantees must be registered with the federal government System for Award Management (SAM) through the SAM.gov website (formerly the Central Contractor Registration database). No award can be made unless the vendor is registered in SAM.gov. For additional information and to register in SAM, please go to <https://sam.gov/> or call 1-866-606-8220. In order to register in SAM and to be eligible to receive an award from this acquisition office, all offerors must have a Dun & Bradstreet Universal Systems (DUNS) Number. A DUNS number may be acquired free of charge by contacting Dun & Bradstreet on-line at <http://fedgov.dnb.com/webform>.

Grant applicants must obtain a DUNS number and register in the SAM prior to submitting an application pursuant to 2 CFR 25.200(b). If the applicant does not provide documentation that they are registered in SAM and their DUNS number, the application will not be considered for funding. In addition, an entity applicant must maintain registration in SAM at all times during which it has an active Federal award or an application or plan under consideration by the Agency.

Additional information concerning DUNS and SAM can be obtained on the Grants.gov website at <http://www.grants.gov>. In addition, Grants.gov provides access to technical support by calling 800-518-4726 or emailing support@grants.gov.

FOR FURTHER INFORMATION CONTACT: Vince Garcia, SBIR Program Manager at vincent.garcia@noaa.gov.

Dated: October 2, 2018.

David Holst,

Chief Financial Officer/Administrative Officer, Office of Oceanic and Atmospheric Research, National Oceanic and Atmospheric Administration.

[FR Doc. 2018-21788 Filed 10-5-18; 8:45 am]

BILLING CODE 3510-KA-P

CONSUMER PRODUCT SAFETY COMMISSION

[CPSC Docket No. 19-C0001]

Costco Wholesale Corporation, 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 the Consumer Product Safety Commission's regulations. Published below is a provisionally-accepted Settlement Agreement with Costco Wholesale Corporation, containing a civil penalty in the amount of \$3.85 million dollars (\$3,850,000), to be paid within thirty (30) 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 24, 2018.

ADDRESSES: Persons wishing to comment on this Settlement Agreement should send written comments to the Comment 19-C0001, Office of the Secretary, Consumer Product Safety Commission, 4330 East-West Highway, Room 820, Bethesda, Maryland 20814-4408.

FOR FURTHER INFORMATION CONTACT: Michele Melnick, Trial Attorney, Division of Compliance, Office of the General Counsel, Consumer Product Safety Commission, 4330 East-West Highway, Bethesda, Maryland 20814-4408; telephone (301) 504-7592.

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

Dated: October 3, 2018.

Alberta E. Mills,
Secretary.

**UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY
COMMISSION**

In the Matter of: COSTCO
WHOLESALE CORPORATION

CPSC Docket No.: 19-C0001

SETTLEMENT AGREEMENT

1. In accordance with the Consumer Product Safety Act, 15 U.S.C. §§ 2051–2089 (“CPSA”) and 16 C.F.R. § 1118.20, Costco Wholesale Corporation (“Costco”) and the United States Consumer Product Safety Commission (“Commission”), through its staff, hereby enter into this Settlement Agreement (“Agreement”). The Agreement and the incorporated attached 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, 15 U.S.C. §§ 2051–2089. By executing the Agreement, staff is acting on behalf of the Commission, pursuant to 16 C.F.R. § 1118.20(b). The Commission issues the Order under the provisions of the CPSA.

3. Costco Wholesale Corporation is a corporation, organized and existing under the laws of the state of Washington, with its principal place of business in Issaquah, Washington.

STAFF CHARGES

4. Between December 2013 and May 2015, Costco imported and sold approximately 367,000 EKO Sensible Eco Living Trash Cans (“Subject Products” or “Trash Cans”) at its warehouse stores throughout the United States.

5. The Trash Cans are 80 liter stainless steel, metal-cylinder Trash Cans with a black plastic protective collar in the opening on the back of the Trash Can.

6. The Trash Cans are a “consumer product,” “distribut[ed] in commerce,” as those terms are defined or used in sections 3(a)(5) and (8) of the CPSA, 15 U.S.C. § 2052(a)(5) and (8). Costco is a “manufacturer” and “retailer” of the Trash Cans, as such terms are defined in section 3(a)(11) and (13) of the CPSA, 15 U.S.C. § 2052(a)(11) and (13).

7. The Trash Cans contain a defect which could create a substantial

product hazard and create an unreasonable risk of serious injury because the black plastic protective collar in the opening on the back of the Trash Can can become dislodged and expose a sharp edge, posing a laceration hazard to consumers.

8. Between December 2013 and May 2015, Costco received 92 complaints about the Trash Cans, including 60 complaints from consumers who received injuries, including some serious injuries as defined in 16 C.F.R. § 1115.6(c).

9. Despite having information that reasonably supported the conclusion that the Trash Cans contained a defect which could create a substantial product hazard or created an unreasonable risk of serious injury, Costco did not notify 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).

10. The Trash Cans were recalled on July 17, 2015.

11. In failing to immediately inform the Commission about the defect or unreasonable risk associated with the Trash Cans, Costco 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).

12. Pursuant to Section 20 of the CPSA, 15 U.S.C. § 2069, Costco is subject to civil penalties for its knowing violation of section 19(a)(4) of the CPSA, 15 U.S.C. § 2068(a)(4).

RESPONSE OF COSTCO

13. Costco’s Product Safety Committee reviewed reports associated with the Trash Cans that Costco received over time. The large majority of reports that Costco received about the Trash Cans were comments from Members who were returning the Trash Cans to Costco for a refund. Further, in December 2014, the Safety Committee found that the black plastic protective collar in the opening on the back of the Trash Can could not be removed easily from the exemplar sample it reviewed. Based on the available information, the Safety Committee did not believe that Costco had a duty to notify CPSC pursuant to CPSA Section 15(b) before May 2015. Costco does not believe that it knowingly violated the CPSA as that term is defined in the statute.

14. During May 2015, Costco identified additional reported incidents, and learned that the vendor had made a design change to prevent the black plastic protective collar in the opening on the back of the Trash Cans from becoming loose and exposing a sharp

metal edge. The Safety Committee also learned that the exemplar sample it had previously reviewed included the modified protective collar. Based on all of the available information, Costco voluntarily notified CPSC in May 2015 pursuant to CPSA Section 15(b). At Costco’s request, the vendor also notified CPSC pursuant to CPSA Section 15(b) and then recalled the Trash Cans in cooperation with CPSC.

15. Costco’s settlement of this matter does not constitute an admission of staff’s charges as set forth in paragraphs 4 through 12 above.

AGREEMENT OF THE PARTIES

16. Under the CPSA, the Commission has jurisdiction over the matter involving the Trash Cans and over Costco.

17. The parties enter into the Agreement for settlement purposes only. The Agreement does not constitute an admission by Costco or a determination by the Commission that Costco violated the CPSA’s reporting requirements.

18. In settlement of staff’s charges, and to avoid the cost, distraction, delay, uncertainty, and inconvenience of protracted litigation, Costco shall pay a civil penalty in the amount of \$3.85 million (US \$3,850,000) within thirty (30) 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> for allocation to, and credit against, the payment obligations of Costco under this Agreement. Failure to make such payment by the date specified in the Commission’s Order shall constitute Default.

19. All unpaid amounts, if any, due and owing under the Agreement shall constitute a debt due and immediately owing by Costco to the United States, and interest shall accrue and be paid by Costco at the federal legal rate of interest set forth at 28 U.S.C. § 1961(a) and (b) from the date of Default, until all amounts due have been paid in full (hereinafter “Default Payment Amount” and “Default Interest Balance”). Costco shall consent to a Consent Judgment in the amount of the Default Payment Amount and Default Interest Balance, and the United States, at its sole option, may collect the entire Default Payment Amount and Default Interest Balance, or exercise any other rights granted by law or in equity, including, but not limited to, referring such matters for private collection; and Costco agrees not to contest, and hereby waives and

discharges any defenses, to any collection action undertaken by the United States, or its agents or contractors, pursuant to this paragraph. Costco shall pay the United States all reasonable costs of collection and enforcement under this paragraph, respectively, including reasonable attorney's fees and expenses.

20. After staff receives this Agreement executed on behalf of Costco, 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 C.F.R. § 1118.20(e). If the Commission does not receive any written request 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 the Agreement is published in the *Federal Register*, in accordance with 16 C.F.R. § 1118.20(f).

21. This Agreement is conditioned upon, and subject to, the Commission's final acceptance, as set forth above, and it is subject to the provisions of 16 C.F.R. § 1118.20(h). Upon the later of: (i) the Commission's final acceptance of this Agreement and service of the accepted Agreement upon Costco, and (ii) the date of the issuance of the final Order, this Agreement shall be in full force and effect and shall be binding upon the parties.

22. Effective upon the later of: (i) the Commission's final acceptance of this Agreement and service of the accepted Agreement upon Costco, and (ii) the date of the issuance of the final Order, for good and valuable consideration, Costco hereby expressly and irrevocably waives and agrees not to assert any past, present or future rights to the following, in connection with the matter described in this Agreement: (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 Costco failed to comply with the CPSA and the underlying regulations; (iv) a statement of findings of fact and conclusions of law; and (v) any claims under the Equal Access to Justice Act.

23. Costco has and will maintain a compliance program designed to achieve compliance with the CPSA, and which shall contain the following elements: (i) written standards, policies and procedures, including those designed to ensure that information relevant to CPSA compliance is

conveyed effectively to personnel responsible for compliance, whether or not an injury is referenced; (ii) a mechanism for confidential employee reporting of compliance-related questions or concerns to either a compliance officer or to another senior manager with authority to act as necessary; (iii) effective communication of company CPSA compliance-related policies and procedures to all appropriate employees through regular training programs or otherwise; (iv) Costco's senior management participation in a compliance committee responsible for the review and oversight of compliance matters related to the CPSA; (v) retention of CPSA compliance-related records for at least five (5) years, and availability of such records to staff upon request, provided that retention of cumulative copies of such records shall not be required; and (vi) procedures designed to ensure that: information required to be disclosed by Costco to the Commission is recorded, processed and reported in accordance with applicable law; that all reporting made to the Commission is timely, truthful, complete, accurate and in accordance with applicable law; and that prompt disclosure is made to Costco's management of any significant deficiencies or material weaknesses in the design or operation of such internal controls that are reasonably likely to affect adversely, in any material respect, Costco's ability to record, process and report to the Commission in accordance with applicable law.

24. Upon reasonable request of staff, Costco shall provide written documentation of its internal controls and procedures, including, but not limited to, the effective dates of the procedures and improvements thereto. Costco shall cooperate fully and truthfully with staff and shall make available relevant non-privileged information and materials, and personnel deemed necessary by staff to evaluate Costco's compliance with the terms of the Agreement.

25. The parties acknowledge and agree that the Commission may publicize the terms of the Agreement and Order.

26. Costco 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 Costco, enforceable against Costco in accordance with its terms. Costco will not directly or indirectly receive any reimbursement, indemnification, insurance-related payment or other payment in

connection with the civil penalty to be paid by Costco pursuant to the Agreement and Order.

27. The signatories represent that they are authorized to execute this Agreement.

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

29. The Agreement and Order shall apply to, and be binding upon, Costco and each of its successors, transferees, and assigns, and a violation of the Agreement or Order may subject Costco, and each of its 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 therein. 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, therefore, be construed against any party, for that reason, in any subsequent dispute.

31. The Agreement may not be waived, amended, modified or otherwise altered, except as in accordance with the provisions of 16 C.F.R. § 1118.20(h). The Agreement may be executed in counterparts.

32. 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 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 Costco agree in writing that severing the provision materially affects the purpose of the Agreement and the Order.

COSTCO WHOLESALE CORPORATION

Dated: _____

By: _____

John Sullivan, *Senior Vice President and General Counsel, Costco Wholesale Corp.*

Dated: September 18, 2018

By: _____

Eric Rubel, *Arnold & Porter Kaye Scholer, 601 Massachusetts Ave. N.W., Washington, D.C. 20001-3743, Counsel to Costco Wholesale Corp.*

U.S. CONSUMER PRODUCT SAFETY COMMISSION

Patricia M. Hanz, *General Counsel*

Mary B. Murphy, *Assistant General Counsel*

Dated: September 20, 2018

By: _____

Michele Melnick, *Trial Attorney*,
Division of Compliance, Office of the
General Counsel

UNITED STATES OF AMERICA
CONSUMER PRODUCT SAFETY
COMMISSION

In the Matter of:

COSTCO WHOLESALE CORPORATION

CPSC Docket No.: 19-C0001

ORDER

Upon consideration of the Settlement Agreement entered into between Costco Wholesale Corporation (“Costco”) and the U.S. Consumer Product Safety Commission (“Commission”), and the Commission having jurisdiction over the subject matter and over the parties, 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 Costco shall comply with the terms of the Settlement Agreement and shall pay a civil penalty in the amount of \$3.85 million dollars (\$3,850,000), within thirty (30) days after service of the Commission’s final Order accepting the Settlement Agreement. The payment shall be made by electronic wire transfer to the Commission via: <http://www.pay.gov>. Upon the failure of Costco to make the foregoing payment when due, interest on the unpaid amount shall accrue and be paid by Costco at the federal legal rate of interest set forth at 28 U.S.C. § 1961(a) and (b). If Costco fails to make such payment or to comply in full with any other provision of the Settlement Agreement, such conduct will be considered a violation of the Settlement Agreement and Order.

Provisionally accepted and provisional Order issued on the 3rd day of October, 2018.

By Order of the Commission:

Alberta Mills, *Secretary*,
U.S. Consumer Product Safety
Commission.

[FR Doc. 2018-21869 Filed 10-5-18; 8:45 am]

BILLING CODE 6355-01-P

DEPARTMENT OF DEFENSE

Department of the Air Force

[Docket ID: USAF-2018-HQ-0005]

**Submission for OMB Review;
Comment Request**

AGENCY: Department of the Air Force, DoD.

ACTION: 30-Day information collection notice.

SUMMARY: The Department of Defense has submitted to OMB for clearance the following proposal for collection of information under the provisions of the Paperwork Reduction Act.

DATES: Consideration will be given to all comments received by November 8, 2018.

ADDRESSES: Comments and recommendations on the proposed information collection should be emailed to Ms. Jasmeet Sehra, DoD Desk Officer, at oira_submission@omb.eop.gov. Please identify the proposed information collection by DoD Desk Officer, Docket ID number, and title of the information collection.

FOR FURTHER INFORMATION CONTACT: Fred Licari, 571-372-0493, or whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil.

SUPPLEMENTARY INFORMATION:

Title; Associated Form; and OMB Number: Air Force Family Integrated Results & Statistical Tracking (AFFIRST) automated system; OMB Control Number 0701-0070.

Type of Request: Reinstatement.
Number of Respondents: 37,500.
Responses per Respondent: 1.
Annual Responses: 37,500.
Average Burden per Response: 15 minutes.

Annual Burden Hours: 9,375.
Needs and Uses: The information collection requirement is necessary to record demographic information on Airman & Family Readiness Center (A&FRC) customers, results of the customer’s visits, determine customer needs, service plan, referrals, workshop attendance and other related A&FRC activities and services accessed by the customer. Data is used to determine the effectiveness of A&FRC activities and services (results management) as well as collect and provide return on investment data to leadership. Information is compiled for statistical reporting to bases, major commands, Headquarters United States Air Force, Department of Defense and Congress.

Affected Public: Individuals or Households.

Frequency: On occasion.

Respondent’s Obligation: Voluntary.
OMB Desk Officer: Ms. Jasmeet Sehra.

You may also submit comments and recommendations, identified by Docket ID number and title, by the following method:

- *Federal eRulemaking Portal:* <http://www.regulations.gov>. Follow the instructions for submitting comments.

Instructions: All submissions received must include the agency name, Docket ID number, and title for this **Federal Register** document. The general policy for comments and other submissions from members of the public is to make these submissions available for public viewing on the internet at <http://www.regulations.gov> as they are received without change, including any personal identifiers or contact information.

DOD Clearance Officer: Mr. Frederick Licari.

Requests for copies of the information collection proposal should be sent to Mr. Licari at whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil.

Dated: October 3, 2018.

Shelly E. Finke,

Alternate OSD Federal Register Liaison Officer, Department of Defense.

[FR Doc. 2018-21894 Filed 10-5-18; 8:45 am]

BILLING CODE 5001-06-P

DEPARTMENT OF ENERGY

**Federal Energy Regulatory
Commission**

[Docket No. IC18-20-000]

**Commission Information Collection
Activities (FERC-919); Comment
Request; Extension**

AGENCY: Federal Energy Regulatory Commission.

ACTION: Notice of information collection and request for comments.

SUMMARY: In compliance with the requirements of the Paperwork Reduction Act of 1995, the Federal Energy Regulatory Commission (Commission or FERC) is soliciting public comment on the currently approved information collection, FERC-919 (Market Based Rates for Wholesale Sales of Electric Energy, Capacity and Ancillary Services by Public Utilities).

DATES: Comments on the collection of information are due December 10, 2018.

ADDRESSES: You may submit comments (identified by Docket No. IC18-20-000) by either of the following methods:

- *eFiling at Commission’s website:* <http://www.ferc.gov/docs-filing/efiling.asp>