

APPLICATION INSTRUCTIONS PACKAGE

Department of the Interior

U.S. Fish and Wildlife Service

**Application to Participate in the
Electronic Federal Duck Stamp Program**

Program to Begin _____

Application Deadline – _____

Paperwork Reduction Act Statement. We are collecting this information under our authorities in 16 U.S.C 718b(a)(2). We will use information that you provide to select participants for the Electronic Federal Duck Stamp Program and to issue duck stamps to purchasers. Your response is required to obtain a benefit. We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number.

We estimate that it will take approximately 40 hours to complete the application and 1 hour to complete each fulfillment report, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may direct comments regarding the burden estimates or any other aspect of the information collection to the Service Information Collection Clearance Officer, U.S. Fish and Wildlife Service, Mail Stop 2042-PDM, Department of the Interior, 1849 C Street, NW., Washington D.C. 20240.

TABLE OF CONTENTS	Page
SECTION 1 – BACKGROUND	3
SECTION 2 – INSTRUCTIONS	3
APPLICATION SUBMISSION TERMS AND CONDITIONS	
SAMPLE TRANSMITTAL LETTER	
DRAFT MEMORANDUM OF UNDERSTANDING	
SECTION 3 - EVALUATION METHODOLOGY	10
MINIMUM REQUIREMENTS	
SELECTION OF THE BEST APPLICANT	
SELECTION CRITERIA	
SECTION 4 - APPLICATION	11
SELECTION FACTOR 1: The responsiveness of the State to the eligibility requirements of the Electronic Duck Stamp program.	
SELECTION FACTOR 2: State’s responsiveness to the program application requirements.	
SELECTION FACTOR 3: Stamp Requirements- Service Director requires an electronic stamp issued by a State under the program have specific characteristics.	
SELECTION FACTOR 4: Guaranteed delivery of the actual stamp to the customer and improved customer service and convenience.	
SELECTION FACTOR 5: State’s agreement to the terms and conditions outlined in the general agreement governing the program.	
SELECTION FACTOR 6: Experience and financial capability.	
SECTION 5 – CONTACT AND APPLICATION SUBMISSION INFORMATION	15
SECTION 6 - EXHIBITS	16
A: Amplex Data Transmittal Requirements	
B: Service Approved Handling Rates	
C: Electronic Funds Transfer Requirements	
D: Copy of Duck Stamp Act 16 U.S.C 718	

SECTION 1: BACKGROUND

The Director of the U.S. Fish and Wildlife Service (Service) announces the opportunity for State fish and wildlife agencies to join the Electronic Duck Stamp (“E-Stamp”) Program by issuing Federal Migratory Hunting and Conservation Stamps through their electronic sales outlets. The program is being expanded under 16 U.S.C. 718b (a)(2).

The intent of the application is to determine a State’s eligibility to participate in this successful program. The E-Stamp Program enhances the ability of the public to obtain required Federal Duck Stamps through the use of electronic technology, promoting greater public participation and increasing the number of stamps sold.

Mission of the Federal Duck Stamp Program

The Federal Migratory Bird Hunting and Conservation Stamp, commonly known as the “Duck Stamp,” is a pictorial stamp produced by the U.S. Postal Service for the U.S. Fish and Wildlife Service. It is not valid for postage. Originally created in 1934, the Duck Stamp is a required annual purchase, in addition to any State license, for any waterfowl hunter over the age of 16. The Federal Duck Stamp also has a much larger purpose today as a vital tool for wetland conservation. Ninety-eight cents of every dollar generated by the sale of Federal Duck Stamps go directly to purchase or lease wetland habitat for protection in the National Wildlife Refuge System. Understandably, the Federal Duck Stamp Program has been called one of the most successful conservation programs ever initiated and is a highly effective way to conserve America’s natural resources.

P.L. 109-266 required that the Secretary of the Interior conduct a 3-year program under which up to 15 States authorized by the Secretary could issue electronic Federal Duck Stamps. Currently, eight States participate in the E-Stamp Program. A report to Congress on the accomplishments of the program was submitted in 2011.

The number of States participating in the E-Stamp program is being expanded under 16 U.S.C 718b(a)(2). Forty States currently use Internet, point of sale, or telephone sales for their hunting and fishing licenses. The application process will lead to the selection of up to 15 additional eligible participants for the program over the next 3 years.

SECTION 2: INSTRUCTIONS

Applicants for this program must respond to all sections of the application package. An applicant is required to submit a letter of transmittal, answer all the questions in Section 4 (FWS Form 3-2341) of this application package and submit the required supporting documentation.

APPLICATION SUBMISSION TERMS AND CONDITIONS

The sample Application Transmittal Letter shown below indicates applicant's acceptance of the terms and conditions of the E-Stamp Program as presented in this package and the attached draft Memorandum of Understanding.

The letter must bear original signatures and be included in the State's response package. The Service will review the entire application package to determine whether the applicant accepts the terms and conditions of the application process and draft Memorandum of Understanding. If it does not, your application will not be accepted.

The official executing this application package on behalf of the State must have authority to make such representations on behalf of the State, and the official signing the Memorandum of Understanding with the Service must have the legal authority to obligate the State to be financially and managerially responsible for carrying out the terms of the agreement. In addition, the State must unconditionally state and guarantee in its application that the State will provide all funding, management and/or other resources necessary to conduct a program in accordance with the application package and the Memorandum of Understanding with the Service.

Sample Transmittal Letter

Director
U.S. Fish and Wildlife Service
C/O Federal Duck Stamp Office
4401 North Fairfax Drive, MS4070
Arlington, VA 22203

Dear Director:

The Department of _____ (State) hereby agrees to participate in the E-Stamp program in accordance with the terms and conditions provided in the application issued by the public notice as listed on _____ .gov and to execute the Memorandum of Understanding with the U.S. Fish and Wildlife Service without substantive modification (except as may be required by the Service pursuant to the terms of the application).

The State's "APPLICATION" is enclosed with this letter. The State certifies that the information furnished herewith is complete and accurate.

The State agrees to meet all minimum application and eligibility requirements and to provide all mandatory information specified in the application.

The State, by submitting this Application hereby agrees that if selected for participation in the E-Stamp Program, the State will:

Meet the minimum requirements as identified in Section 3 of this application package.

Complete the State’s execution of the Memorandum of Understanding within 30 working days after it is presented by the Service.

Commence operations under the Memorandum of Understanding on or before September 1, 2013.

Operate under the current, Service-approved rates for handling charges to consumers, including State cost recovery rates approved by the Service.

BY _____ DATE _____

(Type or Print Name)

ORIGINAL SIGNATURE _____

TITLE _____

ADDRESS _____

This is a draft Memorandum of Understanding (MOU). The final MOU for each State will be tailored as permitted to address individual State issues. This draft is provided to outline the requirements addressed in the legislation and subsequent directives.

DRAFT

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE U.S. FISH AND WILDLIFE SERVICE

AND THE STATE OF _____

I. AUTHORITY

This memorandum of understanding (MOU) between the Secretary of the Interior acting through the Director, U.S. Fish and Wildlife Service (hereinafter referred to as the “Service”) and the State of _____ (hereinafter referred to as the “State”), and jointly referred to as the “Cooperators”, is entered into under the authority of Fish and Wildlife Coordination Act of 1934 (16 USC 718a et seq.), as amended; and the Migratory Bird Hunting Stamp Act (16 U.S.C 718b(a)(2)).

II. BACKGROUND

On March 16, 1934, Congress passed, and President Roosevelt signed, the Migratory Bird Hunting Stamp Act, (popularly known as the “Duck Stamp Act”), requiring all migratory waterfowl hunters 16 years of age or older to buy a Federal migratory bird hunting and conservation stamp annually. Since that time, the Federal Duck Stamp program has become one of the most popular and successful conservation programs ever initiated. Proceeds from Duck Stamp sales have been used to help purchase about 5.6 million acres of migratory waterfowl habitat on the more than 550 national wildlife refuges.

III. PURPOSE AND OBJECTIVES

This MOU between the Service and the State is entered into to facilitate an orderly implementation and management of the Electronic Duck Stamp (E-Stamp) program. The purpose of this MOU is to outline the duties of both the Service and the State in this process and for evaluating the success of the program.

IV. RESPONSIBILITIES OF THE PARTIES

A. The Service shall:

1. Permit the State to issue Migratory Bird Hunting and Conservation Stamps through the State's Electronic Licensing System ("electronic stamps") as outlined and accepted through the application process and this MOU.
2. Confer with the State regarding customer service issues to help resolve those issues.
3. Provide the State with a fulfillment center that will issue the actual stamps within the specified 45-day time period.
4. Review the handling charges imposed by the States to monitor cost efficiencies.
5. Provide State and Federal law enforcement personnel with information and updates regarding the issuance and privileges accorded the E-Stamp.
6. Provide written notice to the State of any price change for the actual stamp.

B. The State shall:

1. Issue the Federal Migratory Bird Hunting and Conservation Stamp through its own authorized electronic licensing system in accordance with the application process and this MOU.
2. Have a goal to provide an effective and convenient means for issuing migratory bird hunting and conservation stamps.
3. Work to increase the availability of E-Stamps and meet the State's customer satisfaction objectives.
4. Support the Duck Stamp as an effective and viable conservation tool.
5. Assist in maintaining adequate retail availability of the actual stamp by not promoting the E-Stamp as the only choice available to customers.
6. Issue an electronic stamp that contains a unique identifier for the individual to whom it is issued.
7. Supply the customer with a printed proof of purchase.
8. Provide the Service with any updates to laws, regulations or policies related to the State's electronic licensing system.
9. Send sales accounts to Amplex Corporation through a secure File Transfer Protocol with SSL 128-bit encryption as outlined by Amplex Corporation, the fulfillment center, in the Application guidance in Exhibit A.
10. Send all payments to Amplex Corporation as specified in the State's application, preferably through the specified electronic banking system.
11. Provide the State's law enforcement personnel with information and updates regarding the issuance and privileges accorded the stamp.

V. General Provisions:

- A. The Cooperators will mutually establish policies and procedures for handling customer complaints and for issuing replacement Duck Stamps (lost or stolen).
- B. The State will provide information and assist the Service in monitoring and evaluating the efficiency and effectiveness of the program to facilitate customer service and convenience.
- C. The Cooperators will acknowledge the State, Service, and the Duck Stamp Office's cooperation and collaboration in any publicity or other informational materials referencing the E-Stamp Program or promoting this partnership;
- D. State Government Relations staff or other designated contact will coordinate with and assist the Service's office of Congressional and Legislative Affairs to inform relevant members of Congress about the program, its progress and ultimate results in a timely manner.
- E. Third party partners of either Cooperator will seek prior approval of all press releases, advertisements or any other materials announcing or promoting the E-Stamp program and are subject to the same review conditions as the agreement's primary cooperators. This does not prevent third parties from publishing the availability of the stamp at their location.
- F. The Cooperators will meet primarily by conference call or in conjunction with regularly scheduled meetings to assess the program and evaluate its efficiency.
- H. The Cooperators will obtain mutual approval for any press release concerning this MOU which refers to the Department of the Interior or any of its bureaus or employees (by name or title), or the State agency or its employees. The specific text, layout, photographs, etc., of the proposed release must be submitted for review and approved by both cooperators prior to publication.

VI. Administrative Provisions:

- A. Nothing in this MOU shall obligate the State, Service, or the United States Government to any current or future expenditure of resources in the absence or in advance of the availability of appropriations.
- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the Cooperators will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing.
- C. This MOU is subject to all applicable Federal laws, regulations, and guidelines, and nothing in this MOU is intended to conflict with any existing law, regulation, or guideline of the United States including any policy or procedure of the Department of the Interior or the Service.
- D. The Service and the State agree to be responsible for damages to their own property and injuries to their own employees and volunteers.
- E. Cooperators agree to assume liability for any and all claims by third parties arising from the acts or omissions of their respective employees or representatives to the greatest extent provided by law.
- F. This MOU is not intended to create an exclusive relationship between the Service and the State with respect to promoting the public awareness of the Federal Duck Stamp.

G. Nothing in this MOU may be interpreted to imply that the United States Government, the Department of the Interior, or the Service endorses any product, service or policy of the State. The State will not take any action or make any statement that implies such an endorsement.

H. During the performance of this MOU, the participants agree to abide by the terms of the Department of the Interior-Civil Rights Assurance Certification, nondiscrimination, and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

VII. Period of MOU

A. The term of the MOU shall be for the period beginning with its execution by both parties and shall remain in effect until _____, unless terminated, modified or extended.

B. This MOU may be modified, amended or supplemented by mutual consent of both the Service and the State. The Cooperators agree to seek a mutually acceptable schedule to negotiate any modifications to the MOU.

C. Either party may terminate this MOU by providing the other party with thirty (30) days written notice. In the event that one party provides the other party with notice of its intention to terminate, the Cooperators will attempt to meet promptly to discuss the reason for the notice and attempt to resolve any differences.

D. The MOU may be executed in multiple counterparts, each of which shall be deemed an original.

E. The cooperators may agree to extend the term of this MOU provided that the agreement to extend it is in writing and is signed by both parties.

VII. Contacts for the parties:

A. Service contact:

Laurie Shaffer
Chief, Federal Duck Stamp Office
4401 North Fairfax Drive, MBSP-4070
Arlington, VA 22203

B. State Contact:

NAME:

TITLE:

ADDRESS:

This MOU is entered into by Director, U.S. Fish and Wildlife Service and _____ this ____ Day of _____, 2013.
U.S. Fish and Wildlife Service STATE

(Signature)
(_____) Director
U.S. Fish and Wildlife Service
1849 C Street, NW
Washington, DC 20240

(Signature of State agency cooperator)

SECTION 3: EVALUATION METHODOLOGY

The minimum requirements for participation in the E-Stamp Program are identified in this section of the Application Package. If the State, in its transmittal letter, does not agree to these minimum requirements, the Application will be considered unsatisfactory.

MINIMUM REQUIREMENTS:

No application will be considered which fails to meet the minimum requirements as determined by the Service Director. Such minimum requirements of the State will include the following:

1. Issue the Federal Migratory Bird Hunting and Conservation Stamp through its own authorized electronic licensing system.
2. Have a goal to provide an effective and convenient means for issuing migratory hunting and conservation stamps.
3. Have as another goal to increase the availability of those stamps and to meet the State's customer satisfaction objectives.
4. Support the Duck Stamp as an effective and viable conservation tool.
5. Assist in maintaining adequate retail availability of the stamp by not promoting the electronic stamp as the only choice available to customers.
6. Issue an electronic stamp that contains a unique identifier for the individual to whom it is issued.
7. Supply the customer with a printed proof of purchase.
8. Provide the Service with any updates to laws, regulations or policies related to the State's electronic licensing system.
9. Send sales accounts to Amplex Corporation through a secure File Transfer Protocol with SSL 128-bit encryption as outlined by Amplex Corporation, the fulfillment center, in the Application guidance in Exhibit A.
10. Send all payments to Amplex Corporation as specified in the State's application, preferably through the specified electronic banking system.
11. Provide the State's law enforcement personnel with information and updates regarding the issuance and privileges accorded the stamp.

SELECTION OF THE BEST APPLICANTS

In selecting the best applicants, the Director will consider the following principal factors:

- A. The responsiveness of the application to the objectives of providing a cost-effective and convenient means for issuing Migratory Bird Hunting and Conservation Stamps
- B. The experience and related background of the entity submitting the application, including past performance and expertise in providing the same or similar services

C. The financial capability of the entity submitting the application regarding start-up and maintenance costs

SELECTION CRITERIA

The Director will assess each application under each of the selection factors on the basis of a yes/no question often with a narrative explanation. The Director will evaluate the individual selection factors on the merits of the application comparing them to the other proposals received, if any. If you have special concerns regarding specific factors, please elaborate in the narrative section.

SECTION 4: APPLICATION AND SELECTION FACTORS

SELECTION FACTOR 1 -- THE RESPONSIVENESS OF THE APPLICANT TO THE ELIGIBILITY REQUIREMENTS OF THE PROGRAM. (To be scored: Satisfactory/Unsatisfactory)

Do you agree to comply with all terms and conditions in the application package including compliance with all applicable laws under the terms and conditions specified in the draft Memorandum of Understanding?

_____ Yes

_____ No

1A. The State must currently sell State hunting, fishing, and other associated licenses and products through an established electronic system, including point of sale, Internet, or telephone systems. Please provide information verifying the current systems the State uses.

1B. The State must issue these electronic licenses through a State automated licensing system authorized under State law. Please provide copies of applicable State laws, regulations and policies authorizing the use of these electronic systems.

1C. The State must agree to terms established by the Director, U.S. Fish and Wildlife Service, for the program to issue Federal Migratory Bird Hunting and Conservation electronic stamps. Have you included your transmittal letter attesting to the State's unconditional concurrence with the terms and conditions of the General Agreement?

_____ Yes

_____ No

1D. The electronic stamp that the State issues must contain a unique identifier for the individual to whom it is issued. Please provide an example and explanation of the codes your State proposes to use to create and endorse this unique identifier.

1E. The electronic stamp that the State issues must be able to be printed on paper. Please enclose a copy of the printed version of your State's proposed electronic stamp.

1F. For the State to include the Federal Migratory Bird Hunting and Conservation Stamp in its portfolio, the electronic stamp must be compatible with the hunting licensing system of that State. Is the electronic version compatible with the system of your State?

_____ Yes

_____ No

SELECTION FACTOR 2 – APPLICANT’S RESPONSIVENESS TO THE PROGRAM APPLICATION REQUIREMENTS
(To be scored: Satisfactory/ Unsatisfactory)

The law states that the Director may not approve a State’s application unless it contains the following information:

2A. Please describe the format of the electronic stamp that the State will issue under the program, including identifying features to be specified on the stamp.

2B. Please describe any fees the State will charge customers for an electronic stamp.

2C. Please describe the process the State will use to account for and transfer the funds collected through stamp sales to the fulfillment center as required under the program.

The contractor available for fulfillment services is Amplex Corporation. Please examine the requirement of the contractor (Exhibit A) in answering the following questions.

2D. Please describe how and when the State will transmit electronic stamp customer data to the fulfillment center.

2E. Please describe how the actual stamps will be delivered. This information should include your choice of using a consignment agreement to directly provide the actual stamp to the customer, or direct information transfer to Amplex Corporation so that they may fulfill the order.

2F. Please supply a copy of the policies and procedures the State will use to issue replacement stamps.

2G. Please supply a copy of all other policies, procedures, and information that relate to this program; i.e., are there separate policies in other permit language that may influence this program?

SELECTION FACTOR 3 - STAMP REQUIREMENTS - THE DIRECTOR WILL REQUIRE THAT AN ELECTRONIC STAMP ISSUED BY A STATE UNDER THE PROGRAM HAVE SPECIFIC CHARACTERISTICS.

3A. Please demonstrate that the electronic stamp issued by your State will have the same format as any other license, validation, or privilege issued under your automated licensing system.

3B. Please demonstrate what specific identifying features will appear on the point of sale, telephone or Internet receipt that are adequate to enable Federal, State, and other law enforcement officers to identify the purchaser. Provide physical copies and examples where possible.

3C. Please demonstrate how you will communicate to the purchaser and law enforcement officials that any electronic stamp issued by a State under the program will, during the effective period of the electronic stamp:

- Bestow upon the purchaser the same privileges as an actual stamp;
- Be nationally recognized as a valid Federal migratory bird hunting and conservation stamp; and

- Authorize the purchaser to hunt migratory waterfowl in any other State, in accordance with the laws of said State governing that hunting.

SELECTION FACTOR 4 - GUARANTEED DELIVERY OF THE PHYSICAL STAMP TO THE CUSTOMER

4A. An electronic stamp issued by a State under the E-Stamp Program will be valid for a period of time not to exceed 45 days, as agreed to by the State and the Director. What actions will you take to guarantee that the physical stamp will be delivered to the customer within that 45-day limit?

4B. Please outline your plan to resolve customer complaints regarding late, incorrect orders or missing stamp deliveries.

SELECTION FACTOR 5 – APPLICANT’S AGREEMENT TO THE TERMS AND CONDITIONS OUTLINED IN THE GENERAL AGREEMENT GOVERNING THE PROGRAM.

5A. Do you agree to comply with all of the terms and conditions specified in the Memorandum of Understanding, including its exhibits?

_____ Yes _____ No

5B. Do you agree to operate at the current Service approved handling rates (Exhibit B) during the term of the MOU until a new handling rate schedule is approved by the Director justifying cost recovery? (A selected Applicant may request a handling rate increase any time after being selected by the Service.)

_____ Yes _____ No

5C. Do you agree to accept the operating terms of the optional fulfillment opportunities as they are outlined in Exhibit C of this application package?

_____ Yes _____ No

5D. Does the Applicant agree to implement an equal opportunity program and comply with the terms of the equal opportunity and handicapped access requirements of the draft Memorandum of Understanding?

_____ Yes _____ No

5E. Does the applicant agree to meet the public liability and property insurance requirements of the draft Memorandum of Understanding?

_____ Yes _____ No

5F. Does the Applicant agree to the use of Electronic Funds Transfer (Exhibit D) in transmitting funds to the Applicant selected fulfillment center?

_____ Yes _____ No

SELECTION FACTOR 6 – EXPERIENCE AND FINANCIAL CAPABILITY

Narrative/Statistical – (Scored: Satisfactory/Unsatisfactory)

Congress has not appropriated funds to the Service to support this Program. The selected States understand and concur that no funding will be provided by the Service to either initiate or manage this program.

Please provide example(s) of your State's experience in the operation and management of electronic licensing systems, including any available information on customer satisfaction. Also, please provide information on the number of transactions for each individual system (Internet, telephone or point-of-sale) for the years the system has been in operation, up to 6 years. This will assist us in determining a baseline and measure future performance with these methods of sales.

6A. Provide complete contact information, including, name, mailing and FedEx address, phone, fax, cell, and email, for personnel who will be involved in the State's management and operation of the system:

Information Technology Contact:

Financial Contact:

Project Management Contact:

Stamp/Licensing Program Contact:

6B. Demonstrate that your organization and supporting partners have a history of meeting financial obligations.

6C. Demonstrate your understanding of the financial obligations of the program by providing the following:

1. Provide your estimate of the start-up costs of this program, including the purchase of additional equipment and technology.
2. Explain fully the methodology and the assumptions used to develop the estimate. The information provided must be of sufficient detail to allow a reviewer to fully understand how you arrived at these estimates.
3. If you intend to assess a handling fee to cover costs or other forms of overhead you must CLEARLY describe what this fee will be used for (salaries, human resources, accounting, marketing, etc.).

Additional Instructions for statistical and financial information

1. Provide a clear and concise narrative explanation of the method(s) used to prepare the estimates and the assumptions on which you base your cost and sales projections. Information must be sufficiently detailed to allow the reviewer to understand the basis for the estimates and decide whether or not the projections are realistic.
2. Failure to provide all of the information requested may result in a non-satisfactory score on the evaluation.

3. Program labor costs should be supported by a schedule identifying the estimated number of full- and part time employees involved. Provide the estimated number of hours each part-time employee will work per year or during the time the program is operational.

SECTION 5: SUBMISSION AND CONTACT INFORMATION

Please submit your application electronically to: Laurie_Shaffer@fws.gov.

You may send supplemental information or written copies to Laurie Shaffer, U.S. Fish and Wildlife Service, Federal Duck Stamp Office, 4401 North Fairfax Drive, MS4070, Arlington, VA 22203.

If you have questions regarding the application or the process, please contact the Federal Duck Stamp Office at 703-358-2002 between 7:00 AM and 3:00 PM Eastern, Monday through Friday.

The deadline for submitting applications and supporting material is close of business on _____. The term of the MOU will run from _____, through _____.

SECTION 6: EXHIBITS

EXHIBIT A – AMPLEX DATA TRANSMITTAL REQUIREMENTS

Amplex Corporation

1100 Fountain Pkwy.

Grand Prairie, TX 75050

Fulfillment Operation Purchaser's record from participating State Agency -----> To Amplex

Amplex creates a fulfillment record for purchaser Data

Purchaser's unique record number, estimate 16 digits with a preceding prefix of 2 letters (i.e. TX for Texas), etc. State Agency

Purchaser's first name

Purchaser's middle initial

Purchaser's last name

Purchaser's address – Line 1

Purchaser's address – Line 2

Purchaser's City of Residence

Purchasers State of Residence

Purchaser's zip code

Date of E-Stamp purchase

Quantity

Amplex adds the following data elements to a complete fulfillment record

Data received from State Agency

Date mailing label generated and actual fulfillment date

Estimated number of days fulfilled order is in USPS mail stream

Estimated delivery date to purchaser

Total number of days from the origination of an E-Stamp order to receipt of physical Federal Duck Stamp

Amplex will charge \$1.00 per stamp handling/ mailing fee in 2013. This is subject to change and States will be provided 90 day written notice of any change.

Notice to purchaser will appear with each transaction:

“Thanks for your recent purchase of an “Electronic Federal Duck Stamp” which expires 45 days after purchase. We have enclosed the physical stamp completing your purchase. The physical stamp expires June 30, 20___. Please sign the front of the stamp and carry it with you when hunting.

Thanks again for helping conservation and the preservation of the wetlands.”

In order for Amplex Corporation to fulfill an Electronic Duck Stamp order within the 45day congressionally imposed mandate, the data from the participating States need to be electronically transmitted in a secure manner. This can be achieved using a number of different transfer protocols and Amplex is already positioned to use most of them. Upon shipment of the purchase, Amplex will email an invoice to the state for the total purchase amount of the stamp, plus the \$1.00 shipping/handling fee per stamp. This invoice will be payable upon receipt. An attachment will be provided detailing the name, address and quantity shipped for the invoice.

We recommend that the participating States use FTP with 128-bit SSL encryption. The set up costs are minimal and depending on whether the States want to “push” the data to our file server or if they prefer if we “get” the data from their server the testing phase is easily managed and controlled.

128 bit SSL Encryption – How it works

Secure Sockets Layer (SSL) technology secures your Web site by encrypting information and providing authentication.

You need SSL if...

- ...You have an online store or accept online orders and credit cards.
- ...Your business partners log in to confidential information on an extranet.
- ...You have offices that share confidential information over an intranet.
- ...You process sensitive data such as address, birth date, license, or ID numbers.
- ...You need to comply with privacy and security requirements.

An SSL Certificate consists of a public key and a private key. The public key is used to encrypt information and the private key is used to decipher it. When a browser points to a secured domain, a secure sockets layer handshake authenticates the server and the client and establishes an encryption method and a unique session key. They can begin a secure session that guarantees message privacy and message integrity.

Electronic funds transfer will be accepted through either ACH transactions via automated clearing house or wire transaction via the Federal Reserve.

For further information from Amplex, contact Tammy Wright at 214-672-0508.

EXHIBIT B SERVICE APPROVED HANDLING RATES

User-fee charges promote an equitable approach to financing government programs by fairly charging only those individuals receiving services designed for their convenience.

Although user charges are sometimes perceived as a form of taxation, they differ clearly in that they are linked to specific benefits, over and above those normally provided to the general public. In other words, taxes are used to fund programs for all to benefit; user fees are directed to recovering the costs of specially provided goods and services.

Service Approved Handling Rates

For a State to charge a handling fee to consumers, it must submit a written cost recovery statement. Each statement will be evaluated by the Service, for its individual and cumulative impact on both the program and the consumer. The Service will send an approval letter to the State.

Cost Recovery Statement

This statement justifies the handling charges associated with issuing an electronic Federal Duck Stamp. It must outline the estimated or real costs incurred by the state licensing program in providing this service to consumers and may include direct and indirect costs.

The justification should provide an estimate of the number of stamps to be sold and indicate how the total costs associated with program implementation and maintenance will impact the consumer.

EXHIBIT C – INSTRUCTION FOR ELECTRONIC FUNDS TRANSFER (EFT) TO AMPLEX/DUCK

Bank Name: BBVA Compass Bank
ABA: 111907445
Account Number 0030924363

Account Name: Duck Stamp Sales

Exhibit D

16 U.S.C. § 718b : US Code - Section 718B: Issuance and sale of stamps; deposit of funds in migratory bird conservation fund; fees; validity; expiration; redemption; "retail dealers" and "hunting year" defined

(a) Sales; fund disposition; unsold stamps

The stamps required by section 718a of this title shall be issued and sold by the Postal Service and may be sold by the Department of the Interior, pursuant to regulations prescribed jointly by the Postal Service and the Secretary of the Interior, at (1) each post office of the first- and second-class, and (2) any establishment, facility, or location as the Postal Service and the Secretary of the Interior shall direct or authorize. The funds received from the sale of such stamps by the Department of the Interior shall be deposited in the migratory bird conservation fund in accordance with the provisions of section 718d of this title. Except as provided in subsection (b) of this section, for each stamp sold under the provisions of this section for any hunting year there shall be collected by the Postal Service a sum of not less than \$3 and not more than \$5 as determined by the Secretary of the Interior after taking into consideration, among other matters, the increased cost of lands needed for the conservation of migratory birds. No such stamp shall be valid under any circumstances to authorize the taking of migratory waterfowl except in compliance with Federal and State laws and regulations and then only when the person so taking such waterfowl shall himself have written his signature in ink across the face of the stamp prior to such taking. Such stamps shall be usable as migratory-bird hunting stamps only during the year for which issued. The Postal Service, pursuant to regulations prescribed by it, shall provide for the redemption, on or before the 30th day of June of each year, of blocks composed of two or more attached unused stamps issued for such year (A) that were sold on consignment to any person, including, but not limited to, retail dealers for resale to their customers, and (B) that have not been resold by any such person. As used in this section, the term "retail dealers" means persons regularly engaged in the business of retailing hunting or fishing equipment, and persons duly authorized to act as agents of a State or political subdivision thereof for the sale of State or county hunting or fishing licenses.