



APPLICATION PACKAGE
U.S. Department of the Interior
Fish and Wildlife Service

**Application to Participate in the Electronic Federal
Duck Stamp Program to Begin [INSERT DATE]**

Application Deadline – [INSERT DATE]

NOTICES

PAPERWORK REDUCTION ACT STATEMENT: In accordance with the Paperwork Reduction Act (44 U.S.C. 3501), the U.S. Fish and Wildlife Service collects information necessary to consider an application to participate in the Electronic Federal Duck Stamp Program, and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. Information requested in this form is purely voluntary. Failure to provide all requested information may be sufficient cause for the U.S. Fish and Wildlife Service to deny the request. According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this collection of information and assigned Control No. 1018-0135.

ESTIMATED BURDEN STATEMENT: We estimate public reporting for this collection of information to average 40 hours for the application and 1 hour for the State fulfillment report, including time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of the form to the Service Information Clearance Officer, Fish and Wildlife Service, U.S. Department of the Interior, 5275 Leesburg Pike, MS: BPHC, Falls Church, VA 22041-3803, or via email at Info_Coll@fws.gov. Please do not send your completed form to this address.

TABLE OF CONTENTS

SECTION 1 – BACKGROUND

SECTION 2 - INSTRUCTIONS

APPLICATION SUBMISSION TERMS AND CONDITIONS
SAMPLE TRANSMITTAL LETTER
DRAFT MEMORANDUM OF UNDERSTANDING

SECTION 3 - EVALUATION METHODOLOGY

MINIMUM REQUIREMENTS
SELECTION OF THE BEST APPLICANT
SELECTION CRITERIA

SECTION 4 - APPLICATION

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 physical 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

SECTION 6 - EXHIBITS

A: Amplex Data Transmittal Requirements
B: Service Approved Handling Rates
C: Electronic Funds Transfer Requirements
D. Copy of P.L. 109-266
E: Copy of Duck Stamp Act 16 U.S.C 819

BACKGROUND

The Director of the U.S. Fish and Wildlife Service announces the opportunity for up to 15 State fish and wildlife agencies to join the E-stamp program 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) and will increase the number of states participating as market demand requires.

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

Mission of the Federal Duck Stamp Office

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 as a Federal license required for hunting migratory birds, any hunter over the age of 16 must possess a Federal Duck stamp. The Federal Duck Stamp has a much larger purpose today. The Federal Duck Stamp is a vital tool for wetland conservation. Ninety-eight cents of every dollar generated by the sale of Federal Duck Stamps goes 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 may issue electronic Federal Duck Stamps. The report to Congress on the success of the program was made in 2011. In 2014 Congress passed the Permanent Electronic Duck Stamp Act of 2013 expanding the number of states eligible to participate in the E-stamp program (Public Law No: 113-239.). There are currently 40 States that utilize internet, point of sale, or telephonic sales of their hunting and fishing licenses. The application process will lead to the selection of additional states as demand requires.

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-Duck Stamp Program as presented in this package and 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 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
5275 Leesburg Pike, MS:MB
Falls Church, VA 22041

Dear Director:

The Department of _____ (State) hereby agrees to participate in the E-Duck 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 Service without substantive modification (except as may be required by the Fish and Wildlife 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, true, and correct.

The State agrees to meet all the minimum requirements of the application, eligibility requirements and that all of the mandatory information specified in the application is also provided.

The State, by submitting this Application hereby agrees, if selected for participation in the E- Duck stamp program:

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

To complete the State's execution of the Memorandum of Understanding within thirty working days after it is presented by the Fish and Wildlife Service.

To commence operations under the Memorandum of Understanding on or before September 1, 2016. To 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 545 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 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 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 physical 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-Duck 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 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 1-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 own 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 duplicate electronic 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 all facets of publicity in any materials referencing the program and other informational materials promoting this partnership;
- D. State Government Relations staff or other designated contact will work 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 produced to announce or promote 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 a regularly scheduled meeting 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 bureau or employee (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 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 and the importance of the Federal Duck Stamp program administered by the Service.
- G. Nothing in this MOU may be interpreted to imply that the United States, 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 U.S. 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 the execution of the MOU by both parties and shall remain in effect until September 1, 2021, 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 in 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:

Suzanne Fellows
Duck Stamp Office MS:MB
US Fish & Wildlife Service
5275 Leesburg Pike
Falls Church, VA 22041
703-358-2145
Suzanne_Fellows@fws.gov

B. State Contact:

NAME:

TITLE:

ADDRESS:

This MOU is entered into by Assistant Director of Migratory Birds, U.S. Fish and Wildlife Service and _____ this ____ Day of _____, 2018.
U.S. Fish and Wildlife Service STATE

(Signature)
Jerome Ford, Assistant Director Migratory Birds
U.S. Fish and Wildlife Service

(Signature)

EVALUATION METHODOLOGY

The minimum requirements for participation in the E-Duck 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 Director. Such minimum requirements 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-bird 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 own law enforcement personnel with information and updates regarding the issuance and privileges accorded the stamp.

1D. For a State to include the Federal Migratory Bird Hunting and Conservation Stamp in its portfolio, the electronic version of the actual stamp 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. For the State to include the Federal Migratory Bird Hunting and Conservation Stamp in its portfolio, the electronic version of the actual stamp must have the ability to be printed on paper; as "Fed Duck Stamp".

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 version of the actual 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 - Narrative response (Satisfactory/ Unsatisfactory)

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

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

2B. Please describe any fees the State will charge for issuance of an electronic stamp;

2C. Please describe the process the State will use to account for and transfer the amounts collected by the State 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 question.

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 utilizing a consignment agreement or direct information transfer to Amplex Corporation.

2F. Please supply a copy of the policies and procedures the State will use to issue duplicate electronic 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 AN ELECTRONIC STAMP ISSUED BY A STATE UNDER THE PROGRAM HAVE SPECIFIC CHARACTERISTICS.

3A. Please provide information to show that the Federal Duck Stamp issued by your state will have the same format as any other license, validation, or privilege the State issues under the automated licensing system of the State.

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

3C. Provide information and 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 licensee the same privileges as are bestowed by 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 program will be valid for a period of time, not to exceed 45 days as agreed to 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 how 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. The Applicant agrees to comply with all of the terms and conditions specified in the Memorandum of Understanding, including its exhibits.

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

Yes _____ No _____

5C. The Applicant agrees to accept the operating terms of the optional fulfillment opportunities as they are outlined in Exhibit C of this application package.

6C. 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 _____

7C. The Applicant agrees to meet the public liability and property insurance requirements of the draft Memorandum of Understanding?

Yes _____ No _____

8C. 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 –
(Satisfactory/Unsatisfactory)

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

The Service believes that past experience provides a reasonable indication of how we may expect the electronic Duck Stamp sales to perform. Please provide example(s) of your State’s experience in the operation and management of electronic licensing systems including any information you might have on customer satisfaction. Also, please provide information on the number of transactions for each individual system (web, phone or point-of-sale) for the years the system has been in operation, up to 6 years. This will assist us in determining a base line and measure for future performance with this method of sales.

6A. Provide complete contact information, including, name, mailing and FedEx address, phone, fax, cell, and e-mail, 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 is comprised of (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-responsive 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.

SUBMISSION AND CONTACT INFORMATION

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

You may send supplemental information or written copies to Suzanne Fellows at U.S. Fish and Wildlife Service,

Federal Duck Stamp Office MS:MB
US Fish & Wildlife Service
5275 Leesburg Pike
Falls Church, VA 22041
703-358-2145
Suzanne_Fellows@fws.gov

If you have questions regarding the application or the process, please contact the Federal Duck Stamp Office between 8:00 AM and 5:00 PM, Monday through Friday.

The deadline for submittal of applications is close of business on - March 31, 2018.

The term of the MOU will run from September 1, 2018, through September 1, 2021.

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 \$1.50 per stamp handling/ mailing fee in 2017. 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 45 day 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.

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 both 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 - INSTRUCTIONS FOR ELECTRONIC FUNDS TRANSFER (EFT) TO
AMPLEX/DUCK**

FOR ACH TRANSATIONS VIA AUTOMATED CLEARING HOUSE

Bank: JPMorgan Chase Bank
ABA: 113000609
Account Name: Amplex Corporation/Duck
Account Number: 22900010595

FOR WIRE TRANSFER TRANSACTIONS VIA FEDERAL RESERVE

Bank: JPMorgan Chase Bank
ABA: 021000021
Account Name: Amplex Corporation/Duck
Account Number: 22900010595

For further information, please contact Tammy Wright at 214-672-0508 or Karen
Eddlemon at 214-672-0613

Duck Stamp Law Reference:

<https://www.gpo.gov/fdsys/pkg/USCODE-2011-title16/html/USCODE-2011-title16-chap7-subchapIV.htm>

<https://www.govtrack.us/congress/bills/113/hr1206/text>