



U.S. FISH AND WILDLIFE SERVICE



**APPLICATION AND INSTRUCTIONS TO PARTICIPATE
IN THE ELECTRONIC FEDERAL DUCK STAMP PROGRAM
TO BEGIN JULY 1, 20##**

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Background

The Director of the U.S. Fish and Wildlife Service (Service) announces the opportunity for State fish and wildlife agencies to enroll in the Electronic Duck Stamp (E-stamp) program issuing Federal Migratory Hunting and Conservation Stamps through their electronic licensing outlets. The program is being modified under 16 U.S.C 718b(a)(2) leading to the need for all interested States to be covered by modified agreements. As these changes are substantial, each interested state will need to reapply under the modified application.

The intent of the application is to determine a State's eligibility to participate in this successful program. The program initially enhanced the ability of the public to obtain required Federal Duck Stamps using electronic technology. Due to new requirements brought on by the Modernization Act of 2023 and a need for greater transparency and accountability, all States interested in the program will have to be issued new MOUs and must reapply. The modernized E-Stamp Program will have the added benefits of being easier for hunters to be in compliance with State hunting licensing and permitting laws, promote greater public participation and, hopefully, increase the number of stamps sold.

Mission of the Federal Duck Stamp Program

The Federal Migratory Bird Hunting and Conservation Stamp, commonly known as the "Federal Duck Stamp," is an annual 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 migratory bird hunter 16 years of age and older must possess a valid Federal Duck Stamp. The Federal Duck Stamp has a much larger purpose however as it 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.

Public Law (Pub. 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. 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 (Pub. L. No: 113-239.). The Duck Stamp Modernization Act of 2023 (Pub. L. 118-25) improves the ability for hunters to obtain and carry proof of their purchase of an Electronic Federal Duck Stamp. Many States utilize internet, point of sale, or telephonic sales of their hunting and fishing licenses and allow for the carrying of electronic hunting licenses, permits, and tags. The application process will lead to the selection of states for participation in the Federal E-stamp Program.

Instructions

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

Application Submission Terms and Conditions

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

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, the 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. 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 affirm 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
(Please Provide On Your State's Letterhead)

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 requests and 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 at www.fws.gov/migratorybirds/pdf/get-involved/ApplicationPackageElectronicFederalDuckStamp.pdf and to execute the Memorandum of Understanding with the Service without substantive modification (except as may be required by the U.S. Fish and Wildlife Service (USFWS) 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, has accurately met and will continue to meet eligibility requirements, and ensures that all mandatory information specified in the application is provided. The State agrees that the requirements of full accountability and transparency are non-negotiable. The State also agrees that any MOU will be between the State and USFWS and the USFWS's appointed Distributor. The State will be held responsible for any outside or third-party agents they may employ, contract, or otherwise retain to assist with their state electronic licensing program.

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 USFWS.
- To commence operations under the Memorandum of Understanding on or before September 1, 20##.
- To be financially accountable and transparent in administering the E-Duck Stamp program in their State and in accordance with the goals of the program.
- To operate under the current, Service-approved rates for federal handling charges to consumers.
- State cost recovery rates will be made transparent to customers but are not the responsibility or under the approval of the USFWS.

BY _____ DATE _____
(Type or Print Name)

ORIGINAL SIGNATURE _____

TITLE _____

ADDRESS _____

Example Memorandum of Understanding (MOU)

The final MOU for each State will be tailored as permitted to address individual State issues. This template is provided to outline the requirements addressed in the legislation and subsequent directives. Please review this example and identify any necessary changes in your application.

INPUT NEW MOU WHEN FINALIZED TEMPLATE IS APPROVED

DRAFT MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. FISH AND WILDLIFE SERVICE AND THE [Insert name]

I. AUTHORITY

This Memorandum of Understanding (MOU) between the Secretary of the Interior acting through the Director of the U.S. Fish and Wildlife Service (hereinafter referred to as the "Service") and the State of (hereinafter referred to as the "State") is entered into under the authority of Fish and Wildlife Coordination Act of 1934 (16 USC 718a et seq.), as amended; the Electronic Duck Stamp Act of 2005 (Pub. L. 109-266); the Permanent Electronic Duck Stamp Act of 2013 (Pub. L. 113-239); and the Duck Stamp Modernization Act of 2023 (Pub. L. 118-25).

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 and older to buy an annual Migratory Bird Hunting and Conservation Stamp (Federal Duck Stamp). Since that time, the Federal Duck Stamp has become one of the most popular and successful conservation tools ever initiated. Proceeds from Federal Duck Stamp sales totaled over \$1.3 billion and have been used to purchase over 6.5 million acres of migratory waterfowl habitat within the National Wildlife Refuge System.

In 2005 the Electronic Duck Stamp Act was passed to increase the availability and accessibility of Federal Duck Stamps. The Secretary of the Interior (Secretary) was required to conduct a 3-year pilot program under which up to 15 States, authorized by the Secretary, could issue electronic Federal Duck Stamps (E-stamp). In 2013 the Permanent Electronic Duck Stamp Act was passed to open the program to all qualifying States. The Duck Stamp Modernization Act of 2023 (Modernization Act; Pub. L. 118-25) was passed that changed the length of time an E-stamp was valid for hunting. To date, 30 States are approved to issue E-stamps.

Under the Modernization Act, the Electronic Duck Stamps will allow customers 24/7 access to purchase a stamp from anywhere through an authorized (E-stamp enrolled) State licensing system. At the time of purchase, customers will receive proof of purchase that can be stored either on paper or digitally and will represent a valid E-stamp through the end of the stamp year (June 30). Proof of a valid E-stamp provides the same privileges as the physical Duck Stamp and is valid nationwide.

E-stamps can be purchased by any customer around the world whether they are a migratory bird hunter or not. Each E-stamp is issued to an individual purchaser and identified by a unique customer number and other security measures. Multiple E-stamps can be purchased by the same customer from any of the enrolled states but are issued to the person indicated and cannot be transferred; rights are only granted to the person identified on the proof of purchase.

To preserve the tradition, history and conservation goal of the Federal Duck Stamp, physical Duck Stamps will still be printed and available through the Service and U.S. Postal Service approved distribution centers. Purchasers of E-stamps will receive their physical Duck Stamp to their indicated mailing address. Physical stamps will be shipped from the Service-approved distributor at the end of the migratory bird hunting season (March 10).

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 their State's Electronic Licensing System as outlined and accepted through the application process and this MOU.
2. Provide the State with a fulfillment center that will issue the physical stamps to the customer at their mailing address on or after March 15 of each year.
3. Oversee monthly invoicing for all E-stamp purchases made from the State's Electronic Licensing System.
4. Set the mandatory federal convenience fee charges for delivering the physical stamp.
5. Review the handling charges imposed by the State to monitor cost efficiencies, consistencies, accuracies, and transparency but the Service will not dictate State handling charges.
6. Provide State and Federal law enforcement personnel with information and updates regarding the issuance and privileges accorded by the E-stamp.
7. Provide written notice to the State of any price change for the actual stamp and any changes in the fulfillment convenience fees.

B. The State shall:

1. Issue customers proof of purchase of a 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, transparent, and convenient means for issuing one or more Migratory Bird Hunting and Conservation Stamps to any interested customer.
3. Work to increase the availability of those stamps to all customers and to meet the State's customer satisfaction objectives.
4. Support the Duck Stamp as an effective and viable conservation tool used for over 90 years to promote habitat conservation within the National Wildlife Refuge System.
5. Assist the Service in promoting the art, tradition, and history of the printed pictorial stamp. No customer purchasing an electronic Federal Duck Stamp will be given the option of not having a physical stamp mailed to them after the end of the migratory bird hunting season.
6. Assist in informing customers of other options for purchasing physical Duck Stamps.
7. Issue an electronic certificate and a proof of purchase that can be carried digitally or on paper which is readily available for inspection by all authorized individuals (i.e., fee collection or law enforcement officers). The choice of digital or hardcopy will be informed by the regulations of the state(s) being hunted in so both formats should be available to all customers.
8. Both the certificate and the receipt of purchase will contain and display a secure, unique identifier for the individual to whom it is issued, specify the date no longer valid (June 30), statement that the E-stamp is both non-refundable and non-transferable, information that a physical stamp will be mailed after March 10, and contact information for the Service's stamp fulfillment center in the event of questions.
9. The State will not provide or replicate a digital image of the Federal Duck Stamp itself as proof of purchase or as part of the E-stamp or receipt.
10. Supply the customer with a breakdown of all fees the State is charging related to their purchased E-stamp.
11. Inform and provide the customer with the technological assistance necessitated by the State's licensing system.
12. Inform and provide the customer with assistance in the event they need to reprint or otherwise retrieve the State issued proof of purchase in digital or physical form.

13. Inform customers that all sales of the electronic Federal Duck Stamp are final and non-refundable and non-transferable.
14. Promptly send the name, mailing address, and unique identifier number of all customers who have purchased an E-stamp to the Service's designated stamp fulfillment center, through a secure File Transfer Protocol as outlined by the Service and their designated Distributor. At a minimum, all files will be sent within at least 7 days of purchase by customer; daily file transfer is preferred.
15. State will be invoiced monthly for all sales of Federal Duck Stamps sold through the State's licensing system during the month. State will send all payments to the Service's appointed Distributor as specified in the State's application, preferably through the specified electronic banking system, in a timely manner. Partial payments or payments on a quarterly or annual basis will not be allowed.
16. Provide the State's own law enforcement personnel with information and updates regarding the issuance and privileges accorded the stamp.
17. Provide the Service and their Distributor with any updates to laws, regulations or policies related to the State's electronic licensing system. This includes any changes in third party vendors, customer fees, points of contact, and any technological or financial changes that may affect proper fulfillment and tracking of purchases.
18. The State will readily provide information and assist the Service in monitoring and evaluating the efficiency and effectiveness of the program to facilitate customer service and convenience.
19. Provide customers Federal Electronic Duck Stamp purchasing options for at least 9 months each year covering the period of August 1 through April 30.

V. GENERAL PROVISIONS

1. The Cooperators will mutually establish policies and procedures for handling customer complaints.
2. The Cooperators will acknowledge the State, Service, Distributors, 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.
3. 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.
4. 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.
5. The Cooperators may meet virtually or in person, either for individually scheduled meetings or in conjunction with another regularly scheduled meeting, to assess the program, provide program updates, and evaluate program efficiency.
6. 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

1. 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.
2. 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.

3. 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.
4. The Service and the State agree to be responsible for damages to their own property and injuries to their own employees and volunteers.
5. 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.
6. 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.
7. 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.
8. 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

1. The parties agree to extend the original agreement for a period of 3 years beginning July 1, 20## and ending on June 30, 20## after which this MOU may be extended
2. This agreement may be modified, amended, or supplemented at any time by the agreement of both the Service and the State. The cooperators agree to seek a mutually acceptable schedule to negotiate any modifications in the agreement.
3. Either party may terminate this agreement 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, either party may ask for a meeting to discuss any issues and attempt to resolve any differences.
4. In the event that the agreement is terminated for cause, the Service may require the State to reapply to be reinstated in the program.
5. This MOU may be executed in multiple counterparts, each of which shall be deemed an original.
6. The cooperators may agree to extend the term of this agreement for an extended period or term provided that the agreement to extend it is in writing and is signed by both parties.

VII. CONTACTS FOR THE PARTIES

A. Service Contact:

[Name]
Chief, Federal Duck Stamp Office
5275 Leesburg Pike MS:MB
Falls Church, VA 22041
[email@fws.gov]
703-358-2145

B. State Contacts:

Licensing Program Management:
Name
Mailing Address
Email
Phone

IT:
Name
Mailing Address
Email
Phone

Financial:
Name
Mailing Address
Email
Phone

This MOU is entered into by the U.S. Fish and Wildlife Service and The State of this ____ Day of _____, 20##.

U.S. Fish and Wildlife Service

State of

[Name]
Assistant Director Migratory Bird Program
U.S. Fish and Wildlife Service
5275 Leesburg Pike MS:MB
Falls Church, VA 22041

[Name]
Position
Department/Division
Mailing Address
City, State Zip

Date of Execution: _____, 20##

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 that fails to meet the minimum requirements as determined by the Director will be considered. Such minimum requirements will include the following:

1. Issue customers proof of purchase of the Federal Migratory Bird Hunting and Conservation Stamp through its own authorized electronic licensing system.
2. Have a goal to provide an effective, transparent, and convenient means for issuing migratory bird hunting and conservation stamps to any interested customer.
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 used for over 90 years to promote habitat conservation within the National Wildlife Refuge System. Support the tradition, history and art of the printed pictorial Federal Duck Stamp.
5. Not promote the electronic stamp as the only choice available to customers in search of the Federal Duck Stamp.
6. Issue an electronic proof of purchase that contains a secure unique identifier for the individual to whom it is issued, specifies the date upon which it is voided, statement that the E-stamp is both non-refundable and non-transferable, information that a physical stamp will be mailed after March 10, and contact information for the Service's stamp fulfillment center in the event of questions.
7. Supply the customer with a printed proof of purchase that accurately shows the breakdown of any fees incurred by the customer in purchasing the Federal Duck Stamp.
8. Provide the Service with any updates to laws, regulations or policies related to the State's Electronic licensing system.
9. Promptly send sales accounts to the Service Distributor through a secure File Transfer Protocol as outlined by the fulfillment center, in the Application guidance in Exhibit A.
10. Send all payments to the Distributor as specified in the State's application, preferably through the specified electronic banking system in a timely manner.
11. Provide the State's own 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 the past performance and expertise of such entity in providing the same or similar services, and
- C. The financial capability of the entity submitting the application regarding start-up and maintenance costs.

Selection Criteria

The Director will apply the selection factors described in the application by assessing each application under each of the selection factors on the basis of a yes/no question often with a narrative explanation. For each selection factor, the Director will evaluate the individual factors on the merits of the application comparing them to the other proposals received, if any. If there are special concerns with specific factors, please elaborate in the narrative section.

Application and Selection Factors

Selection Factor 1 – The Responsiveness of the Applicant to the Eligibility Requirements of the Program

(Scored: Satisfactory/Unsatisfactory)

The Applicant agrees 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 telephonic systems.

Please provide information verifying the current systems the State utilizes. Please state if there are third-party vendors contracted by the state to run their electronic licensing program.

- 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. For a State to include the Federal Migratory Bird Hunting and Conservation Stamp in its portfolio, the electronic version of the proof of purchase must contain a unique identifier for the individual to whom it is issued.

Please **provide an example** with an explanation of any 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 proof of purchase must have the ability to be both stored electronically and also printed on paper; as "[stamp year] Federal 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 proof of stamp purchase must be compatible with the hunting licensing system of that State. Is the electronic version compatible with the system of your state? ☐ Yes ☐ No

- 1G. For the State to include the Federal Migratory Bird Hunting and Conservation Stamp in its portfolio, the electronic version of the proof of stamp purchase must show any additional language required by the U.S. Fish & Wildlife Service that which would be found on the physical stamp. Is adding additional language specific to the Duck Stamp on the proof of purchase compatible with the system of your state? ☐ Yes ☐ No

Selection Factor 2 – Applicant's Responsiveness to the Program Application Requirements

(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 proof of purchase that the State will issue under the program, including identifying features of the licensee to be specified on the stamp.

- 2B. Please describe all fees the State will charge for issuance of an electronic stamp and their purpose and any distinctions that may be made between customers (e.g., non-resident, senior, veteran status, etc.).
- 2C. Please describe the schedule and 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 only contractor available for fulfillment services of the physical pictorial stamp is chosen by the U.S. Fish and Wildlife Service. Currently the fulfillment company 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 any other licensing permits or information that may be delivered to customers purchasing Federal Duck Stamps.
- 2F. Please describe all data or other information that may be collected from customers only purchasing Federal Duck Stamps.
- 2G. Please describe how customers interested in purchasing more than one stamp will be able to do so.
- 2H. Indicate the length of time the State will accept purchases of Federal Duck Stamps through their electronic licensing system. (The stamp year runs from July 1 – June 30. The Federal Duck Stamp can be sold year-round although a State may choose to limit the duration of time the electronic duck stamp is offered for sale through their licensing system.)
- 2I. Please **supply a copy** of the policies and procedures the State will use to issue duplicate electronic stamps.
- 2J. 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 the physical pictorial 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. All purchasers of the Federal Electronic Duck Stamp are required to receive a physical pictorial Federal Duck Stamp after the end of the migratory bird hunting season (March 10). Indicate if your state provides customers the opportunity to “opt” out of receiving hardcopies of all physical state required permits or conservation stamps or collect an additional cost for having a mandatory physical stamp or permit mailed to them.
- 4B. Please outline your plan to resolve customer complaints regarding when the physical pictorial stamp will be mailed to the customer and who to contact if it does not arrive prior to the issuance of the following year's stamp.

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.
- ☐ Yes ☐ No
- 5B. Do you, the applicant, agree to operate at the current handling rates (Exhibits A and B) during the term of the MOU until such time as a new handling rate is provided that justifies 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. If a new handling rate is approved by the Service for the physical stamp fulfillment through the Service's designated stamp fulfillment center, the State will receive notification in writing of not less than 60 days.)
- ☐ 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.
- ☐ 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 (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 selected States understand and concur that there will be no funding provided by the Service's appointed fulfillment center to launch or manage this program. Any specialized training, equipment or other resources needed by the State to launch or manage this program is the sole responsibility of the selected States

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 5 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 addresses, 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.). State imposed convenience and handling fees (above the Federally imposed fee) must be clearly noted on any customer receipt.

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 and all supplemental information electronically to email address@fws.gov or by mail to:

NAME
Federal Duck Stamp Office MS: MB
US Fish & Wildlife Service
5275 Leesburg Pike
Falls Church, VA 22041
Phone: 703-358-2145
Email:

If you have questions regarding the application or the process, please contact the Federal Duck Stamp Office. The deadline for submittal of applications is close of business on March 31, 20##. The term of the MOU will run from July 1, 20##, through June 30, 20##.

Exhibit A – Amplex Data Transmittal Requirements

Amplex Corporation
2331 Ascension Blvd.
Arlington, TX 76006

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
Purchaser's 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 \$4.00 per stamp handling/mailing fee beginning in August 2024. This is subject to change and States will be provided 60 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" (E-stamp). This E-stamp certification expires on June 30, 20##. The physical pictorial stamp will be mailed after March 10. This physical pictorial stamp also expires on June 30, 20##.

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

For Amplex Corporation to fulfill an Electronic Duck Stamp order, data from the participating States need to be electronically transmitted in a secure manner. This can be achieved using several different transfer protocols; Amplex is 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 1-800-852-4897 or duckstamp@amplex.com

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.

The Permanent Electronic Duck Stamp Act of 2013 authorizes States to charge a “reasonable fee” to cover costs incurred in issuing the E-stamp (PL 113-239 Sec 5(c)). The Act requires States to describe any fees the State will charge for issuance of an E-stamp (PL 113-239 Sec 4(b)(2)).

State Handling Rates

For a State to charge an additional handling fee to consumers, it must submit a written cost recovery statement in their application and provide customers with a transparent accounting of all state collected fees over and above the Federal fulfillment fee and cost of the Duck Stamp. Statements are evaluated by the Service for their individual and cumulative impact on both the E-stamp program and the consumer. The State may be asked to update their Cost Recovery Statements on an annual basis once a state has been enrolled in the E-stamp program. The Service will not dictate the fees charged by the States.

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 Transactions 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 Amplex at 1-800-852-4897 or Karen Eddlemon at 214-672-0613.

Duck Stamp Law Reference

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

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

Required 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 from States who wish to participate in the Federal Electronic Duck Stamp Program. Your response is voluntary, but is required to obtain or retain a benefit. 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 new applications, 10 hours for currently enrolled applications, and 1 hour for fulfillment reports, 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: PRB (JAO/3W), Falls Church, VA 22041-3803, or via email at Info_Coll@fws.gov. Please do not send your completed form to this address.