

MARKETING GUIDELINES & POLICIES
“America the Beautiful – National Parks and Federal Recreational Lands Pass”
Annual Pass

A. BACKGROUND

Third party pass sales will be an important component of the new interagency pass program. These guidelines have been designed to ensure a consistent means of managing and marketing the new program across all agencies.

Establishing policy for third party agreements will be the responsibility of the interagency National Pass Program Office. Costs for managing national third party agreements will be a part of the overall administrative costs of the program. Costs for managing local third party agreements will be the responsibility of the local site or regional office. The following marketing guidelines will serve as the basis for establishing third party resale agreements and for ongoing management of these agreements.

In order to effectively manage the number of third party agreements during the initial launch of the pass, the first priority will be to transition existing third party agreements with cooperating associations, concessions, organizations directly affiliated with agencies and recreation sites. The second priority will be to transition other existing third party agreements and ensure that all permitting instruments and pass sales arrangements are consistent with new business rules and marketing guidelines. The third priority will be to consider new sales agreements if feasible and cost effective. The total number of third party agreements will be determined by administrative manageability and cost effectiveness.

The following Marketing Guidelines and Policies are for the America the Beautiful – National Parks and Federal Recreational Lands ANNUAL Pass only. The Senior and Access versions of the pass and decals all require proof of eligibility and have sales and issuance restrictions. These two passes and the decal may only be sold or issued by designated Federal personnel or representatives.

B. THIRD PARTY VENDOR CATEGORIES:

1. Brick and Mortar – National/Regional. “Brick and mortar” businesses are companies that have a physical presence (for example, a retail store) and offer products directly to consumers, as opposed to Internet-only sales. This category includes large national or regional vendors that generally:

- Have outlets in more than one state; or a headquarters office in one state that manages business on a national or regional level;
- Resell passes at their physical (retail) locations for face value. Examples include: REI, Cruise America, GI Joes, Dick’s Sporting Goods, etc.

Agreements for brick and mortar national/regional pass sales will be managed by the National Pass Program Office.

2. ***Co-Brand Website.*** A regional or national corporation, retailer, or other organization's home website that provides a link to the official pass sales website. The link will bring the customer to a pass sales page that replicates the official Pass Buy Page and includes the 3rd party organization's logo. Agreements for co-brand website sales will be managed by the National Pass Program Office.

Note: There will be no co-brand website sales the first year of the program. Co-Brand website sales will be phased in after a comprehensive contract for management of the pass program has been awarded (2007/2008)

3. ***National or Regional Large Cooperating Association/Friends Groups/ Local Foundations/Affiliate Groups and Concessions.*** These groups typically:

- Operate multiple sales outlets within a Region; or multiple outlet(s) within a site or forest;
- Are directly affiliated with one or more Federal recreation sites.

Sales outlets are typically bookstores where other educational merchandise related to the site is sold. Agreements for National or Large Cooperating Association/Friends Groups/Local Foundations/Affiliate Groups will be managed by the National Pass Program Office.

4. ***Congressionally Chartered Foundations.*** Three Congressionally chartered Foundations – National Park Foundation, National Forest Foundation, National Fish and Wildlife Foundation – buy passes in bulk at a wholesale rate to offer as donor incentives or to sell to their constituents. The Foundations may also opt to sell the passes via co-brand websites once it becomes feasible (2007/2008). Agreements for Congressionally Chartered Foundations will be managed by the National Pass Program Office.
5. ***Local, Smaller Cooperating Associations, Friends Groups*** These organizations are directly affiliated with a single federal recreation site through a cooperating association agreement, contract, Memorandum of Understanding or other official agreement. Federal recreation passes are issued to these groups by the recreation site to the organization by either: 1) consignment or 2) in bulk at a wholesale rate. The passes are sold in close cooperation with or on behalf of the agency they work with. Agreements for local, smaller cooperating associations, friends groups will be managed by the local recreation site or forest.
6. ***Local Vendors.*** These are small local independent businesses and local organizations such as bait and tackle shops, marinas, equipment rental stores, local theaters, motels, welcome centers, etc. Local vendors are generally within a 10-25 mile radius of a recreation site and have developed a 'direct' relationship with a recreation site. Local vendors buy passes in bulk at a wholesale rate, and *generally* sell fewer than 100 passes per year, with some exceptions. Agreements for local vendors will be managed by the local recreation site or forest.

7. **“One-Time” Bulk Sales.** One time sale of passes in quantities of 26 or greater to organizations, corporations, public relations firms, family groups, boy scouts or other non-commercial groups for national promotions or as giveaways. The passes may be purchased at the -10% wholesale rate. Agreements for “One-Time” Bulk Sales will be managed by the National Pass Program Office.

C. GENERAL GUIDELINES FOR ALL THIRD PARTY RELATIONSHIPS

Note: The government prefers to enter into third party sales agreements without offering wholesale rates or service fees to the vendor. The wholesale rates and service fees identified in the sections below will be offered as warranted. If an opportunity presents itself with a third party vendor to have them forego commissions or buy passes at full face value rather than at a wholesale rate, this is always preferred.

1. Agreements

- a) An agreement will be required for each of the seven categories of third party vendors defined in Section B, regardless of whether it is a local or national organization.
- b) Each of the seven partner categories has specific parameters and requirements (standardized business rules) that must be incorporated into the correct type of third party sales agreement(s).
- c) Administration of third party agreements with vendors that operate regionally or nationally will be the responsibility of the National Pass Program Office.
- d) Administration of third party agreements with local vendors and local cooperating association/friends groups will be the responsibility of the local recreation site or forest (managed according to agency and regional policy)
- e) Administration of national cooperating associations, friends groups, large foundations, and affiliate groups will be the responsibility of the National Pass Program Office.
- f) Existing locally managed agreements between recreation sites and regional or national vendors may continue to be managed locally upon review and approval by the National Pass Program Office. There must be no apparent conflict with other national third party agreements.
- g) The National Pass Program Office will approve all agreements with national or regional third party vendors and will act as the reviewer for all related ad and promotional material.
- h) The parameters for local third party agreements will be consistent among agencies. Agencies and individual recreation sites may use their own instruments for entering into local agreements as appropriate, using the parameters and business rules in this guideline.

- i) Agreements will be reviewed and renewed annually or less frequently as determined by the National Pass Program Office. Each agreement must allow for government revocation or non-renewal.
- j) The National Pass Program Office reserves the right to require advance review of any advertising, publicity or other material prepared by third parties for any national or regional promotional campaign for public distribution. In so far as the material reflects upon the Federal agencies or bears agency logos or trademarks, such right of approval shall also be based on whether the material, at the sole discretion of the government, properly reflects agency missions; conveys an educational message; promotes appropriate and responsible behavior at federal recreation sites and/or encourages continued public support and preservation of public lands.
- k) No product or service endorsement will be allowed when a pass is sold.
- l) The Government reserves the right to determine who it will partner with, and will not allow promotions and marketing materials that are inappropriate in nature.
- m) *Name Capture* - Names will be captured only via an “opt in” arrangement. This will be done on the contractor fulfillment website and/or through the call center if call center sales are provided. Name capture will be subject to compliance with the Systems of Records Notice, and the Privacy Act. Business reply cards may also be developed and issued with passes for renewal purposes and to benefit the three Congressionally Authorized Foundations. Names collected by the primary contractor will only be made available to the Government for purposes of pass management and administration (such as customer surveys and pass renewal) as stated in the System of Records Notice. Names may also be provided to the National Fish and Wildlife Foundation, the National Forest Foundation, and the National Park Foundation if purchasers choose to “opt-in.” The contractor shall not capture names for other purposes and is prohibited from sharing or selling names to other entities. Third party organization websites will be required to clearly identify that they are not official government sites. Names collected through third party websites will be subject to the organization’s policies so long as this website identification requirement is met.
- n) *Value Add Promotions*. “Value-add” promotions, where passes may be packaged with other appropriate items, are allowed as long as the value of the pass is not discounted and the add on item/s meet the other requirements of this guideline. Organizations that purchase the passes at a wholesale rate will be allowed to use the difference in price to underwrite costs for value-add items that would be promoted and packaged with the Pass. The following guidance is provided for value-add promotions.
 - 1. All promotional materials will be subject to review and written approval by the National Pass Program Office. An expedited review process will be established.
 - 2. The third party must absorb all costs of the value add items, and all additional fulfillment costs.
 - 3. Items added to the Pass must be appropriate for all audiences. Examples of appropriate items are single use cameras, phone cards, certificates for discounts at hotels or retailers, wildlife calendars, etc.
 - 4. Items added to the Pass must be clearly promoted as being added by the third party organization, and do not imply any approval or endorsement by the government

- o) *International Sales* - In the first year we will not be adding any new international partners.
- p) *No return or refund of purchased stock*- Previous year's passes may not be sold (i.e. 2007 passes cannot be sold after December 31, 2007.) Previous year's passes are not refundable by the government. At the end of the sales year any unsold passes may be given away as long as all business rules and validation procedures are followed.

D. GUIDELINES FOR SPECIFIC TYPES OF THIRD PARTY RELATIONSHIPS

1. Brick and Mortar Sales– National/Regional

- a. Wholesale pricing (-10%) Agencies may offer bulk partners the opportunity to purchase the passes at a wholesale rate. Passes will not be issued on consignment.
- b. Payment is due prior to receipt of passes.
- c. Passes must be sold to the public at face value.
- d. Vendors must validate (punch with an expiration date) passes at the time of sale.
- e. Third party vendors are required to purchase and use approved hole punches.
- f. Orders for inventory must be placed through the National Pass Program Office or as required by the third party agreement.
- g. Minimum initial order must be over 25 passes, subsequent orders must be 5 or more.
- h. Unsold passes may not be returned.
- i. Unsold passes may not be refunded.
- j. Previous year's passes may not be sold (i.e. 2007 passes cannot be sold after December 31, 2007.)
- k. Advertising will be reviewed as warranted by the National Pass Program Office prior to publishing.
- l. Value-add promotions will be reviewed and approved by the National Pass Program Office.
- m. Retailers must allow up to 4 weeks for delivery of additional orders.
- n. Each brick and mortar vendor will provide a main point of contact for pass sales.

2. Co-Brand Website sales (not available in the first year)

- a. Service Fee: Agencies may offer co-brand vendors a 10% service fee for passes sold on a monthly basis.
- b. Payment for passes will be deposited directly into a US Treasury account via the fulfillment provider.
- c. Passes must be sold to the public at face value.
- d. Passes will be validated by the fulfillment house prior to shipment to the customer.
- e. Inventory will be maintained by the internet sales contractor.
- f. Advertising will be reviewed as warranted by the National Pass Program Office prior to publishing.

- g. Value add programs: will be reviewed and approved by National Pass Program Office prior to launch.
- h. Each retailer will provide a main point of contact for the pass sales.
- i. Third party websites will be required to clearly identify that they are not official governmental sites.

3. National or Large Cooperating Associations, Friends Groups, Local Foundations, Concessionaires, Affiliate Groups

- a. Wholesale pricing (-10%) Agencies may offer bulk partners the opportunity to purchase the passes at a wholesale rate. Passes will not be issued on consignment.
- b. Payment is due prior to receipt of passes.
- c. Passes must be sold to the public at face value.
- d. Cooperators must validate (punch with an expiration date) passes at the time of sale.
- e. Cooperators will required to purchase and use approved hole punches.
- f. Orders for inventory must be placed through the National Pass Program Office or regional point of contact in consultation with the National Pass Program Office.
- g. Minimum order is 5 passes.
- h. Unsold passes may not be returned.
- i. Unsold passes may not be refunded.
- j. Previous year's passes may not be sold (i.e. 2007 passes cannot be sold after December 31, 2007)
- k. Advertising will be reviewed as warranted by the National Pass Program Office prior to publishing.
- l. Value-add programs will be reviewed and approved in advance by National Pass Program Office.
- m. Cooperators must allow up to 4 weeks for delivery of additional orders.
- n. Each cooperator will provide a main point of contact for the pass sales.

4. Local Cooperating Associations, Friends Groups, Concessionaires

- a. **Option 1** Passes may be consigned by the local recreation site to the third party vendor as long as all unsold inventory is returned to the local recreation site at the end of each calendar year and payment of the full price of each pass sold is made to the agency. The vendor must follow agency guidelines for pass accountability and fiscal accounting procedures. Under this option, passes will be consigned only at the full price, not at the wholesale rate.
Option 2 Local cooperating associations and friends groups may purchase the passes up front at the wholesale rate (-10%). Under this option, there will be no refunds or exchanges of unsold passes. Minimum order is 5 passes.
- b. Passes can only be consigned (option 1) only to cooperators that operate within the affiliated recreation site.

- c. All income, accounting of pass stock, and reporting of revenue and sales will be the responsibility of the affiliated recreation site sponsoring the local third party agreement.
- d. Unsold passes will be returned to the local site.
- e. Unsold passes issued on consignment must be destroyed at the end of the sales cycle in accordance with the agency policy and procedures.
- f. Passes must be sold to the public at face value.
- g. Cooperators must validate (punch with an expiration date) passes at the time of sale.
- h. Cooperators will be required to purchase and use approved hole punches.
- i. Each cooperator will provide a main point of contact for the pass sales.
- j. Previous year's passes may not be sold (i.e. 2007 passes cannot be sold after December 31, 2007.)

5. Congressionally Chartered Foundations

- a. Wholesale pricing (-10%) Agencies may offer the Congressionally Chartered Foundations the opportunity to purchase the passes at a wholesale rate. Passes will not be issued on consignment.
- b. Payment is due prior to receipt of passes.
- c. Passes must be sold to the public at face value or given away as high donor incentives as long as all business rules are followed.
- d. Foundations must validate (punch with an expiration date) passes at the time of sale.
- e. Foundations are required to purchase and use approved hole punches.
- f. Orders for inventory must be placed through the National Pass Program Office or as required by the third party agreement.
- g. Minimum order is 5 passes.
- h. Unsold passes may not be returned.
- i. Unsold passes may not be refunded.
- j. Previous year's passes may not be sold (i.e. 2007 passes cannot be sold after December 31, 2007.)
- k. Advertising will be reviewed as warranted by the National Pass Program Office prior to publishing.
- l. Value-add promotions will be reviewed and approved by the National Pass Program Office.
- m. Foundations must allow up to 4 weeks for delivery of additional orders.
- n. Each Foundation will provide a main point of contact for pass sales.

6. Local Vendor Sales

- a. Wholesale pricing (-10%) Agencies may offer bulk partners the opportunity to purchase the passes at a wholesale rate.
- b. Recreation sites may offer local vendors wholesale pass rates.

- c. Passes will not be consigned.
- d. Payment is due prior to receipt of passes.
- e. Passes must be sold to the public at face value.
- f. Vendors must validate (punch with an expiration date) passes at time of sale.
- g. Third party vendors will be required to purchase and use approved hole punches.
- h. Orders for inventory must be placed through National Pass Program Office as specified.
- i. Minimum order is 5 passes.
- j. Unsold passes may not be returned.
- k. Unsold passes may not be refunded.
- l. Previous year's passes may not be sold (i.e. 2007 passes cannot be sold after December 31, 2007.)
- m. Advertising will be reviewed as warranted by the affiliated recreation site prior to publishing
- n. Value-add programs must be reviewed and approved by affiliated recreation site
- o. Additional inventory orders must be requested through affiliated recreation site
- p. Each retailer will provide a main point of contact for the pass sales
- q. All advertising material, marketing and agreement language must conform with established policies similar to other third party sales.
- r. Overhead costs (shipping/handling and fulfillment) for local third party inventory may be assessed.
- s. The National Pass Program Office must review and approve all new agreements with vendors that operate regionally or nationally in advance to prevent conflicts among the arrangements or relationships.
- t. All accounting of pass stock and reporting of revenue and sales will be the responsibility of the federal recreation site sponsoring the local third party agreement.

7. "One Time" Bulk Sales

- a. Wholesale pricing (-10%) "One-time" purchases may be made at the standard wholesale rate.
- b. Passes will not be consigned.
- c. Payment due prior to receipt of passes.
- d. Passes must be sold to the public at face value
- e. Vendors must validate (punch with an expiration date) passes at time of sale.
- f. Third party vendors will use approved hole punches and bear the cost.
- g. Orders for inventory must be placed through the National Pass Program Office or contractor as specified.
- h. Unsold passes may not be returned.
- i. Unsold passes may not be refunded.
- j. Minimum order is 26 passes
- k. Previous year's passes may not be sold (i.e. 2007 passes cannot be sold after December 31, 2007.)
- l. Advertising will be reviewed as warranted by the National Pass Program Office prior to publishing.

- m. Value-add programs: will be reviewed by the National Pass Program Office prior to publication
- n. Additional inventory orders must allow up to 4 weeks for delivery
- o. Each retailer will provide a main point of contact for the pass sales
- p. Rules related to the pass and its use must be conveyed as part of the promotion and must not be misrepresented in advertisement material.
- q. No government services may be packaged with the pass as part of the raffle, giveaway, or prize, except as stated on the pass.

E. SELECTING THIRD PARTY ORGANIZATIONS

1. General Guidelines

- a) Each agency will be asked to provide a list of all current regional or national third party vendors.
- b) Existing and prospective third party sales arrangements will be evaluated and identified within a category as defined in Section B.
- c) Existing and prospective third party sales partners must agree to pre-determined parameters for the new pass(es) as defined in Section B.
- d) Prospective new national third partners must submit: an overview of the company; a written proposal of the type of sales mechanism or relationship they would like to establish, the projected number of annual pass sales; and the type(s) of ad and promotional material(s) they expect to utilize.
- e) The National Pass Program Office will review and approve all requests for all national and regional third party sales agreements. The local area manager will review and approve local vendor or cooperating association agreements.

2. Limitations on Third Party Partnerships

- a) The organization and those representing the organization must not be in litigation with any Department of the Interior (DOI) or US Department of Agriculture (USDA) agency and must not have had any criminal convictions.
- b) The organization must properly reflect and align themselves with the mission of the federal land management agencies, promote responsible behavior at federal recreation sites, and encourage public support and conservation of public lands.
- c) The Government reserves the right to disallow inappropriate organizations, promotion proposals and promotional materials.
- d) The organization will not be allowed to endorse its products or services when marketing, issuing, or selling the pass.
- e) The organization will be required to follow all Government business rules and requirements for third party sales.