

ATTACHMENT B VERMONT LOTTERY HISTORY

1976

In a 1976 referendum regarding the establishment of a state lottery, 66% of those casting ballots voted in favor of the proposal. Based on those results, Public Act No. 82 was enacted by the 1977 General Assembly establishing the Vermont Lottery Commission. The Act also provided for termination of the Lottery on June 30, 1980, unless the 1979 Assembly authorized continuation.

1978

The Vermont Lottery Commission was granted \$250,000 in seed money, which was paid back in full to the state eighteen months later. It took the Lottery seven months from the Commission's inception to produce its first ticket, Green Mountain Game, which went on sale to the public on February 14, 1978. The game was based on a weekly drawing of numbers matched to preprinted numbers on a game ticket. The Lottery's first Instant ticket, Scratch' N Match, went on sale to the public on June 20, 1978.

1979

As lottery sales rose, the 1979 legislature gave approval to continue the mission of the Vermont Lottery. Authorization providing for indefinite continuation of the Vermont Lottery was subsequently passed by the 1981 Vermont General Assembly.

1998

Since its inception, all profits generated by the Vermont Lottery were dedicated for use by the state's General Fund. In July 1998, the Vermont legislature mandated that 100% of profits from the Lottery go to the Vermont Education Fund.

2018

On June 7, 2018, during a special session of the legislature, H.7 was passed by the General Assembly. The bill was signed into law on June 19, 2018 merging the Vermont Lottery Commission with the Department of Liquor Control thereby forming the Vermont Department of Liquor and Lottery. Although the two divisions are now part of one department, they still have separate marketing budgets.

The Board of Liquor and Lottery consists of five members appointed by the governor, with the advice and consent of the state senate. The members are appointed for a three-year term and may not have any pecuniary interest in any contract awarded pursuant to Chapter 14 of Title 31 V.S.A. The Board is responsible for the public oversight and policies of the Vermont Lottery and no more than three Commission members may belong to the same political party.

2019

Sales exceeded our FY19 target by 10.99% and exceeded FY18 by 5.2% and all our games offer a nice variety to consumers. Sales surpassed \$139 million and prize money paid to Lottery winners this year exceeded \$90. In the fall of 2019, we introduced Twenty 20's our first \$20 Progressive Fast Play game.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent

jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.)

Party states that, as of the date this Agreement is signed, he/she:

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor. In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds. Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been

wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party’s delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party’s performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an “AS IS, WHERE IS” basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A- 133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party’s employee’s rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D BACKGROUND

The Products

Instant Tickets ~ A variety of Instant Ticket Games are on sale in the market at all times (22-26 games offered simultaneously). Each game varies by theme, odds, prize level, top prize and play style to appeal to a broad consumer base. Instant tickets are considered “impulse” entertainment items. Instant Games are available to consumers at a \$1, \$2, \$3, \$5, \$10, \$20 and \$25 price points. Qualifying non-winning instant tickets can be entered by consumers for a 2nd Chance to win the top prize or one of the quarterly prizes available.

Powerball ~ This is the strongest of the jackpot games in the lottery’s product array, Powerball offers jackpot amounts that start at \$40 million and increase to levels of more than \$1 billion. Powerball is a national game with high odds that shows increased play as jackpot levels increase. A single play can be purchased for \$2. For an additional \$1, a player can purchase Power Play which multiplies non-jackpot prizes by 2, 3, 4,5 or 10. Currently, Powerball is available to play in 44 States plus the District of Columbia, Puerto Rico and the US Virgin Islands.

Mega Millions ~ Mega Millions is also a national jackpot game. Mega Millions' advertised jackpots start at \$40 million and have increased to over \$1 billion. Mega Millions is also a “high odds” game that shows increased play as the jackpot level increases. A single play can be purchased for \$1. Players may opt to pay an extra \$1 per game to multiply their non-jackpot prizes by 2, 3, 4 or 5 with the Megaplier. Currently, Mega Millions is available to play in 44 states plus the District of Columbia and the US Virgin Islands.

Megabucks ~ Tri-State Megabucks is the “local” jackpot game offered in Vermont, New Hampshire and Maine. Jackpots start at a guaranteed \$1 million. A single play can be purchased for \$2.

Gimme 5 ~ Gimme 5 is a Tri-State pick five number game with a \$100,000 cash top prize. This game began May of 2013 and has drawings three days a week, Monday, Wednesday and Friday. The drawing frequency will be increasing to five days a week in 2020.

Lucky for Life ~ Twenty-five (25) states have come together to offer the \$2 game, Lucky for Life, with drawings on Mondays and Thursdays. Players will have a chance to win up to \$1,000 a day, every day, for life. Players choose five (5) numbers from 1 to 48, and one (1) Lucky Ball number from 1 to 18. Match all six numbers drawn to win the game’s \$1,000 a day for life top prize which will be guaranteed for a minimum of 20 years. Lucky for Life also features a second lifetime prize, \$25,000 a year for life.

Fast Play and Fast Play Pro ~ Tri-State Fast Play and Fast Play Pro games are generated by online lottery ticket dispensers but play like an instant game. Price points for these games are \$1, \$2, \$5, \$10 and \$20. Where Fast Play games have a fixed top prize amount to win, Fast Play Pro tickets are part of a rolling or progressive jackpot that grows with every purchase. Jackpot wins

on a \$1, \$2 and \$5 Fast Play Pro family of tickets are 20%, 40% and 100% of the jackpot amount respectively. Jackpot wins on a \$2, \$5 and \$10 Fast Play Pro family of tickets are 20%, 50% and 100% of the jackpot amount respectively. There are also individual Fast Play Pro \$10 and \$20 games where the winner receives 100% of the jackpot. The progressive jackpots start from \$1,000 to \$10,000 depending on the game. Fast Play Pro was introduced May, 2014

Pick 3 and Pick 4 ~ Tri-State Pick 3 and Pick 4 are Vermont Lottery's daily numbers games. These games are played by a small, but loyal player base. The numbers are drawn twice a day, seven days a week.

The Situation

The Vermont Lottery has showed steady sales growth led by instant tickets. In the last two fiscal years' total revenues improved from \$132.4 million in FY 18 to \$139.2 million in FY 19. Prior to the pandemic overall sales for FY 20 were trending even with FY 19. Instant sales were trending up 5% above last year's pace while draw game sales were down due to the high jackpots that were experienced in FY 19.

Competition

The lottery industry competes with other adult oriented entertainment opportunities and store level impulse purchases. Vermont is bordered on all sides by states with lottery games as well as casinos within driving distance. These bordering states also offer varying lottery products and prize levels that may entice Vermont Lottery players to participate.

Tri-State and Vermont Advertising Services

Effective July 1, 1997, the Vermont Lottery utilized a single agency to perform advertising services for Vermont products and its portion of Tri-State games. This agency works with the Vermont Lottery's director of marketing & sales and, on occasion, with Maine and New Hampshire marketing directors and/or advertising agencies on joint projects. Occasionally shared creative among the three states is required.

Two contracts are required for Vermont's advertising services because the agency of choice will be performing both Vermont Lottery advertising and Vermont's portion of Tri-State advertising but under the direction of the Tri-State Lotto Commission which requires a separate contract. The reason for a single advertising agency for both entities is to ensure a cohesive, cost-effective marketing plan that allows the Vermont Lottery to advertise its products in the most efficient manner.

ATTACHMENT E

SALES BY PRODUCT FY 2019

Instant Tickets	\$107,038,489
Powerball	\$ 9,368,681
Mega Millions	\$ 8,033,711
Lucky for Life	\$ 1,776,046
Megabucks	\$ 4,319,024
Pick 3	\$ 1,210,214
Pick 4	\$ 1,209,469
Gimme 5	\$ 656,141
Fast Play/Fast Play Pro	\$ 5,656,162
Total Sales	\$139,267,931

SALES BY PRODUCT FY 2018

Instant Tickets	\$101,999,595
Powerball	\$ 10,178,680
Mega Millions	\$ 4,532,043
Lucky for Life	\$ 1,739,936
Megabucks	\$ 4,372,204
Pick 3	\$ 1,257,533
Pick 4	\$ 1,197,819
Gimme 5	\$ 675,456
Fast Play/Fast Play Pro	\$ 6,466,735
Total Sales	\$132,420,001

SALES BY PRODUCT FY 2017

Instant Tickets	\$96,277,378
Powerball	\$ 9,148,179
Mega Millions	\$ 3,397,969
Lucky for Life	\$ 1,779,072
Megabucks	\$ 3,965,714
Pick 3	\$ 1,320,645
Pick 4	\$ 1,240,765
Gimme 5	\$ 731,644
Fast Play/Fast Play Pro	\$ 4,514,063
Total Sales	\$122,375,429

ATTACHMENT F
VERMONT LOTTERY ADVERTISING GUIDELINES

In 1998, the Vermont Lottery developed advertising guidelines to ensure that Lottery products are always promoted in a responsible manner. These guidelines are reviewed periodically and adjusted to address new circumstances as they arise. The Vermont Lottery strongly supports truthful and responsible product advertising that promotes Lottery games as a form of entertainment while reminding consumers to play Vermont Lottery games responsibly. Below are the Vermont Lottery's current advertising guidelines:

1. Lottery players and Vermonters must be represented in a positive manner.
2. The use of humor is acceptable. However, not at the expense of a person's gender, race, sexual orientation, religion, emotional or psychiatric state, political position, family situation, financial position, job status or place of residence.
3. Lottery games must be advertised responsibly and realistically. Do not mislead players by promising riches and/or a drastic life change, and/or an easy win.
4. Do not promote lottery games as the cure for financial problems.
5. Encourage responsible play.
6. Promote lottery games as a form of entertainment.
7. Do not use children in lottery advertising or create advertising that appeals to children.
8. When reasonable, promote the benefits of Vermont in lottery advertising. For example, Vermont's scenic beauty, agricultural products, Vermont products, and consider co-promotions with other Vermont agencies and producers.
9. Advertise prize amounts accurately. For example, if a game has a \$1 million top prize and is paid over 20 years, indicate that the top prize is annuitized; or clearly state the number of tier winners in an instant game instead of using misleading terms such as, "tons of winners" or "loads of winners."
10. Include the "odds" of winning on all instant game tickets, and on all television and radio ads for online jackpot games, where practicable.
11. Respect Vermonters and lottery players and create advertising that demonstrates that the Vermont Lottery is advertising and operating responsibly.
12. Prominently display "Please Play Responsibly" logo on all advertising materials.

**ATTACHMENT G
CONTRACTOR PERFORMANCE MEASURES EXAMPLE**

(Example – Subject to Change)

The Contractor will be evaluated on its services and performance during the course and at the

Performance Measures			
Contractor will be evaluated on the following performance during and at the completion of this contract.			
	Poor	Good	Excellent
Contractor provided a high level of quality in conducting the work requirements set for in the work to be performed.			
Contractor completed product was conducted timely and with a high quality for: Creative/Design and Copywriting, Advertising production, Collateral Material development, Promotional planning/Printing, Production Management, Media Buying, and social Media execution.			
Contractor provided services as requested within the expected timeframe.			
Quality of staff and their ability to completed required work.			
Reporting and documentation submitted with billing as required in contract.			
On the job problems: Problems corrected immediately			

end of any awarded contract term which may be subject to change and/or adjusted as determined by the State when the contract is negotiated.

Poor performance scores may result in no further contracts with the State.