

## CONTRACT FOR SERVICES

This agreement is by and between the Legislative Council, acting on behalf of the Citizen Trade Policy Commission, and the Forum on Democracy and Trade, hereinafter called "Contractor", whose principal office is:

386 Pacific Street, 2nd Floor  
Brooklyn, NY 11217

Employer ID Number: #02-064-2284

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned to be made by the Legislative Council upon the recommendation of the Citizen Trade Policy Commission (hereinafter "Commission"), the Contractor agrees to furnish all qualified personnel, facilities and materials and perform the services described in Riders A and C. The following are hereby incorporated into this contract by reference:

Rider A: Specifications of Work to be Performed

Rider B: Payment and Other Provisions

Rider C: Assessment Blue Print and Work Plan

IN WITNESS WHEREOF, the Legislative Council and the Contractor, by their representatives duly authorized, having executed this agreement as of the day and year written.

LEGISLATIVE COUNCIL

Dated: 6-14-2006

By David E. Boulter  
David Boulter  
Executive Director of the  
Legislative Council

CONTRACTOR

Dated: 6-12-06

By Peter Riggs  
Peter Riggs  
Director of the Forum on  
Democracy & Trade

## RIDER A

### SPECIFICATIONS OF WORK TO BE PERFORMED

#### **PART I:**

##### **Assessment**

The Contractor shall conduct an assessment of the impact of international trade on Maine at the direction of the Commission or its designee and as provided in Rider C. The Contractor shall consult regularly with the Commission and its subcommittees to develop and update the work plan and schedule for the completion of the assessment. The Contractor shall provide a progress report on the assessment to the Commission by August 15, 2006 and a draft of the final assessment by November 1, 2006. The Contractor shall provide the final assessment to the Commission by December 1, 2006. The Commission reserves the right to make all final decisions concerning the content of the assessment. At a minimum, the Contractor shall meet with the Commission in Augusta, Maine at least once to consult with the Commission or present information.

#### **PART 2:**

##### **Printing**

The Contractor shall provide, within the contract sum provided in Rider B, at least 50 paper copies of the final assessment report and a print ready electronic version that can be posted on the Commission's webpage and used for general distribution.

#### **PART 3:**

##### **Key Personnel**

The following individuals are designated as key personnel in performing the duties outlined in this agreement:

##### Name

Peter Riggs  
Forum on Democracy & Trade  
386 Pacific Street, 2nd Floor  
Brooklyn, NY 11217

David Boulter  
Executive Director of the  
Legislative Council

115 State House Station  
Augusta, ME 04333-0115

Commission's Designee  
Patrick T. Norton  
Director, Office of Policy and Legal Analysis

## **RIDER B**

### **PAYMENT AND OTHER PROVISIONS**

**CONTRACT PRICE.** The maximum amount payable under this contract is \$10,000.

**SUBMISSIONS.** All invoices, progress reports, correspondence and related submissions from the Contractor shall be directed to the Executive Director, Legislative Council through the Commission:

C/O Patrick Norton  
Director, Office of Policy and Legal Analysis  
13 State House Station  
Augusta, Maine 04333-0013

**PAYMENTS.** The total contract sum of \$10,000 shall be paid to the Contractor upon completion and acceptance of the assessment by the Commission and the Executive Director of the Legislative Council. The Commission and the Executive Director may accept, direct changes to or reject the assessment. Payment shall be made by the Executive Director of the Legislative Council within 30 days after deliverables have been received and are accepted by the Commission and the Executive Director. The Contractor may not incur extra costs payable by the Legislative Council without having authorization in writing from the Executive Director.

**CHANGES IN WORK.** The Legislative Council, upon the recommendation of the Commission, may authorize changes in the scope of the work. All such orders and adjustments shall be in writing and signed by the representatives of the parties to this contract.

**SUBCONTRACTORS.** Unless provided for in this contract, the Contractor shall make no contract with any other party for furnishing any of the work or services herein contracted for without prior consultation with the Commission and the written consent and approval of the Executive Director. This provision excludes contracts of employment which the Contractor may have with those employees assigned to perform services described in this contract.

**OWNERSHIP.** Upon completion of this agreement, the deliverables required under this Contract for Services and supporting information developed under this contract become the property of the Maine Legislature.

## RIDER C

### ASSESSMENT BLUE PRINT AND WORK PLAN

The Contractor will conduct the assessment in accordance with the following blue print and work plan. The Contractor envisions seven outputs from this assessment work:

1. An Assessment of the roles/activities of the Citizen Trade Policy Commission;
2. Analysis in support of Maine state government oversight on international trade;
3. Summary document noting options for Maine's future engagement on trade;
4. Summary document noting opportunities for expanded multi-state engagement;
5. Media materials and suggested resources for broader public engagement;
6. Acknowledgment of issues raised during public hearings; and
7. Identify future trade related issues.

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#### **1. Assessing the role of the Citizen Trade Policy Commission** **in:**

- Advancing democratic discussion in Maine of trade issues;
- Assisting with economic development planning/"brainstorming;"
- Engaging USTR on negotiations and scope of current commitments;
- Communicating interests to Maine's Congressional delegation; and
- Relating to other states and through national associations.

#### Output: Core Assessment of the Commission's work

- a) Measured against purposes as stated in legislation creating the CTPC
- b) Based on the objectives/self-assessment of Commission members (and where applicable their constituents)
- c) Through comparison with other state models/approaches to trade oversight.

Tools for Analysis: Interviews with Commission members and constituents, analysis of exchanges between the Commission and Maine state agencies, legislature, and Congressional delegation. Comparative work will be based on Contractor's perspective from other states.

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**2. Providing analytic support.** As provided below, the Contractor will conduct an analysis and assessment of the following enumerated areas. Areas of primary analytical analysis are noted in bold. Non-bolded items are to be included in the assessment but are not prioritized for analytical work specific to the State of Maine. In these cases, the Contractor may use existing background materials or case studies pertaining to the subject. Non-bolded items appear in order of priority to the

Commission. The Contractor may seek assistance and some time commitment from in-state agencies, etc., for support of the analytic areas.

### Labor/Economic Development

- a) **Government procurement** - Analytical analysis of how Maine can most effectively use state and local procurement to promote local and state economic development without conflicting with trade rules.
- b) Overview of status of current NAFTA/WTO disputes with Canada—overview of cases.
- c) Foreign direct investment—measuring flows and impacts.

### Natural Resources/Environment

- a) **Maine, the Farm Bill, and international trade** - Analytical analysis of agriculture strategies/policies favorable to Maine in light of current WTO and Farm Bill discussions.
- b) **Water withdrawal and water services: GATS and investment challenges** - Analytical analysis of bottled water industry.
- c) Land use and zoning: possible GATS and investment challenges.
- d) Bulk storage of fuels and pipelines (LNG siting): implications of possible new U.S. commitment under the GATS agreement.

### Health Care

- a) **GATS and health insurance commitments** - Analytic analysis of the health insurance commitments under GATS and implications for Maine.
- b) Nurse licensing standards and GATS negotiations.
- c) Focus on preferred drug list and how it impacts or could impact Maine's Rx program including any challenges and intellectual property issues. Also review the re-importation of prescription drugs—reference to the Governor's task force and actions of other states.

Tools for Analysis: Joint research work with staff of the Harrison Institute, Georgetown University Law Center, and with relevant experts in Maine.