



**Duluth in the Cold War (w.t.) Documentary  
Request for Proposals**

PBS North is seeking an independent producer for DULUTH IN THE COLD WAR (w.t.), a new documentary exploring the major role of Duluth and surrounding towns (like Finland, MN) during the Cold War. Brigadier General Raymond Klosowski joined the 179th Fighter Interception Squadron as a fighter pilot in 1963 – eventually becoming commander of the Minnesota Air National Guard. Raymond will be a key interview for this documentary, discussing the missile sites in our region as well as Duluth’s role as an early warning system for nuclear attack. Duluth was an epicenter for command and control to launch aircraft in the case of attack. This documentary will tell that story.

**Episode Footprint:** 1 documentary – either 1 hour or 1.5 hours

**Estimated Release:** Summer 2024

Submissions are due by **October 15, 2023**. Please contact Nina Fredrickson ([nfredrickson@pbsnorth.org](mailto:nfredrickson@pbsnorth.org)) with questions.

**Contract Term:** November 2023 to September 2024

**Contract Amount:** \$50,000

**Responsibilities & Deliverables:**

- Produce 1 documentary episodes based on the topic. Comply with PBS production standards. (Production to be completed in partnership with a station videographer).
- Produce a :60 and a :30 series sizzle.
- Deliver all programming, marketing, and production management deliverables outlined in the agreement template.
- Adhere to production & delivery schedule outlined below. Provide content for PBS NORTH to review and approve at designated stages.

**Agreement Template:**

Below you will find an Agreement Template for your review during the application period. Any candidate who chooses to provide a submission hereunder agrees to the Agreement Template as-is. If you submit an application and are selected, you will be required to return a signed copy of the Agreement for countersignature by PBS NORTH.

**Duluth in the Cold War  
(w.t.) Proposal  
Application**

<b>Applicant Name</b>	
<b>Email</b>	<b>Phone</b>
<b>Address</b>	
<b>Additional Name/Info (If Applicable)</b>	

**Statement of Interest**

Why are you particularly well-suited to the production of this documentary? Include information on your background in production and why you are interested in this project.

**Content Proposal**

Applicants are required to pitch a rough outline for proposed stories/interviews to be covered in the documentary. Please return this application along with your outline to Nina Fredrickson (nfredrickson@pbsnorth.org).

**Note:** Content does not need to be finalized for the purposes of this proposal but would like a sense of your current thinking with specific examples of the stories you would potentially feature.

**Work Resume & Samples**

Please include with your application your resume and a minimum of **two** previous video production work samples.

## DULUTH SUPERIOR AREA EDUCATIONAL TELEVISION CORPORATION

### DULUTH IN THE COLD WAR PRODUCTION AGREEMENT

THIS THE DULUTH IN THE COLD WAR AGREEMENT (“Agreement”) is made as of [DATE] (“Effective Date”) by and between Duluth Superior Area Educational Television Corporation (“PBS NORTH”), located at 632 Niagara Court, Duluth, MN 55812, and [NAME] (“Contractor”) located at [ADDRESS].

The obligation of PBS NORTH to make any payment to the Contractor is subject to Contractor’s satisfactory fulfillment of its obligations under the terms and conditions set forth in this agreement and all attachments affixed hereto (collectively, the “Agreement”).

In consideration for receiving payment, Contractor agrees to the terms and conditions set forth herein.

1) **Contract Term:** Effective Date to [INSERT END DATE] (“Term”).

2) **Services to Be Performed.**

Contractor agrees to perform the services described in Exhibit A, which is attached to this agreement.

3) **Funding and Payment Schedule.** PBS NORTH will make payments to Contractor in the amounts and in accordance with the payment schedule in Exhibit A attached hereto, provided that Contractor has satisfactorily fulfilled its obligations and the conditions of payments, if any, specified in Exhibit A.

PBS NORTH will pay Contractor installments working towards the completion of the Work Product, after receipt of invoice. Contractor shall submit an invoice to PBS NORTH for serviced performed based on Exhibit A. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed based on Exhibit A.

4) **Expenses**

Contractor shall be responsible for all expenses incurred while performing services under this Agreement and only as listed in Exhibit A.

5) **Independent Status**

Contractor is an independent contractor. In their capacity as an independent contractor, Contractor agrees and represents as follows:

- The services required by this Agreement shall be performed by Contractor. If Contractor chooses to hire employees or contract personnel, PBS NORTH is not responsible to supervise or pay any individual to assist Contractor in the production of this content. Nor will PBS NORTH to responsible for their benefits.
- Neither Contractor nor Contractor’s employees or contract personnel shall receive any training from PBS NORTH in the professional skills necessary to perform the services required by this Agreement.
- When working independently of PBS NORTH staff, Contractor will be responsible for providing all required equipment, software, transportation, knowhow, working facilities, setting Contractor’s work schedule (subject only to deadlines under this Agreement), and other infrastructure or requirements to perform under this Agreement.

6) **Business Licenses, Permits, and Certificates**

Contractor represents and warrants that Contractor will comply with all federal, state, and local laws required to carry out the service performed under this Agreement.

7) **State and Federal Taxes**

PBS NORTH *will not*:

- Withhold FICA (Social Security or Medicare taxes) from Contractor payments or make FICA payments on Contractor’s behalf
- Make state or federal unemployment compensation contributions on Contractor, or
- Withhold state or federal income tax from Contractor payments.
- Contractor shall pay all taxes incurred while performing services under this Agreement – including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. If

necessary, upon demand, Contractor shall provide PBS NORTH with proof that such payments have been made.

#### **8) Fringe Benefits**

Contractor understands they are not, nor are any of their employees, eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of PBS NORTH.

#### **9) Unemployment Compensation**

PBS NORTH shall make no state or federal unemployment compensation payments on behalf of Contractor. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

#### **10) Workers' Compensation**

PBS NORTH shall not obtain workers' compensation insurance on behalf of Contractor. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law and provide PBS NORTH with a certificate of workers' compensation insurance before the employees begin the work.

#### **11) Insurance**

PBS NORTH shall not provide insurance coverage of any kind for Contractor. Contractor shall obtain the following insurance coverage and maintain in during the entire term of this Agreement.

- Automobile liability insurance for any and each vehicle, other than PBS NORTH-owned vehicle (operated by full time staff member) used in transportation of any means for the purpose of this project.
- Personal equipment used in the making of this content.
- Health insurance.
- Liability insurance of any type.

#### **12) Indemnification**

Contractor shall indemnify and hold PBS NORTH harmless from any loss or liability arising from Contractor performing services under this Agreement.

#### **13) Term of Agreement**

This agreement will become affective when signed by both parties and will terminate on the date Contractor completes the services required by this Agreement or at the end of the Term.

#### **14) Terminating the Agreement**

With reasonable cause, PBS NORTH may terminate this Agreement, effective immediately upon giving written notice. Reasonable cause includes:

- Contractor's violation of this Agreement, or
- Any act by Contractor exposing PBS NORTH liability to personal injury or property damage.

#### **15) Exclusive Agreement**

This is the entire Agreement between Contractor and PBS NORTH.

#### **16) Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

#### **17) Resolving Disputes**

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in St. Louis County, Minnesota. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by both parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in St. Louis County, Minnesota. Judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney feed, will be allocated by the arbitrator.

#### **18) Confidentiality**

Contractor acknowledges that it will be necessary for PBS NORTH to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would

irreparably harm PBS NORTH. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of PBS NORTH without PBS NORTH's prior written permission except to the extent necessary to perform services on PBS NORTH's behalf.

Proprietary or confidential information includes:

- The written, printed, graphic, or electronically recorded materials furnished by PBS NORTH for Contractor to use.
- Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that PBS NORTH makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information.
- Information belonging to customers and suppliers of PBS NORTH about whom Contractor gained knowledge as a result of Contractor's services to PBS NORTH, and
- Upon termination of Contractor's services to PBS NORTH, or at PBS NORTH's request, Contractor shall deliver to PBS NORTH all materials in Contractor's possession relating to PBS NORTH's business.
- Contractor acknowledges that any breach or threatened breach of Clause 18 of this Agreement will result in irreparable harm to PBS NORTH for which damages would be an inadequate remedy. Therefore, PBS NORTH shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 18 of this Agreement. Such equitable relief shall be in addition to PBS NORTH's rights and remedies otherwise available at law.

#### **19) Proprietary Rights.**

The product of all work performed under this Agreement ("Work Product") including without limitation all written materials and program content – notes, reports, documentation, drawings, computer documents, audiovisual works, on air and online properties, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of PBS NORTH. Contractor hereby assigns to PBS NORTH all right, title, and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein created by Contractor in performance of this Agreement. Contractor retains no right to use the Work Product and agrees not to challenge the validity of PBS NORTH's ownership in the Work Product. Contractor agrees to execute a copyright assignment for all Work Product to PBS NORTH upon request.

PBS NORTH will be entitled to use Contractor's name and/or likeness in advertising and other materials specifically related to project.

#### **20) No Partnership**

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts of PBS NORTH's behalf.

#### **21) Assignment and Delegation**

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without PBS NORTH's prior written approval.

#### **22) Applicable Law**

This Agreement will be governed by Minnesota law, without giving effect to conflict of laws principles.

**Signatures**

Duluth Superior Area Educational Television Corporation  
Patricia Mester  
President & General Manager

Patricia Mester

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Printed Name

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Signature

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Date

Contractor

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Printed Name

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Signature

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Date

Attachments:

- Exhibit A: Description of deliverables, technical specifications, and timeline



Duluth-Superior Area Educational Television Corporation, dba PBS NORTH and

**[Contractor Name]**

EXHIBIT A

**[DATE]**

Contractor will produce one 60-90 minutes historical documentary on Duluth's experience in the Cold War.

**Project Description:** Duluth in the Cold War (w.t.), is a new documentary exploring the major role of Duluth and surrounding towns (like Finland, MN) during the Cold War. Brigadier General Raymond Klosowski joined the 179th Fighter Interception Squadron as a fighter pilot in 1963 – eventually becoming commander of the Minnesota Air National Guard. Raymond will be a key interview for this documentary, discussing the missile sites in our region as well as Duluth's role as an early warning system for nuclear attack. Duluth was an epicenter for command and control to launch aircraft in the case of attack. This documentary will tell that story. with new and different digital styles, this series will target the younger audiences on YouTube and social media.

**Contractor guarantees the following products for this project:**

- 1) Programming Materials
  - a. One (1) 60-90 minute documentary
    - i. Final editorial control is held by PBS NORTH and final cut must be approved by Director of Content/Production Manager.
    - ii. The piece must adhere to PBS NORTH tech specs.
  - b. Closed Captioning File
  - c. Copies of signed appearance and materials releases, provided to PBS NORTH, confirmed and collected by Contractor.
  - d. Production Credit List
    - i. To be reviewed by Director of Content/Production Manager prior to final cut.
  - e. 30-second and 60-second series sizzle (other lengths upon request)
  - f. Appearance in a PBS NORTH pledge program, answering questions about the production process.
  - g. Music Cue Sheet
  - h. Raw footage/source material delivered via PBS NORTH hard drive.
- 2) Marketing Materials
  - a. Production Stills: Minimum of ten (10) high-resolution, full-color photographs or production stills per episode.
  - b. Key Art: Title treatment in layered file format (.psd, .tiff). Include any fonts and artwork used to create title treatment.
  - c. Program Description
    - i. Logline
    - ii. One brief 2-3 sentence description.
    - iii. One long description (500 words).
  - d. Producer Bio
- 3) Production Management & Operations Materials
  - a. Completed and signed IRS W-9 form, due no later than date of contract execution. *Note: Only applicable to producers new to PBS NORTH.*
  - b. Invoices: Per payment milestones to be emailed as attachments to [fredrickson@pbsnorth.org](mailto:fredrickson@pbsnorth.org)

**Technical Specifications:**

## Minimum Deliverable Technical Specifications

- XDCam 50mbs, 422, 1920x1080
- 30p or 60i with rec 709 color

**Timeline and Rate of Pay:**

(1-2 week turn time from invoice)

- |  |   |
|--|---|
| 1) Upon signature of contract and receipt of invoice on [DATE] | Invoice: \$15,000.00 (fifteen thousand dollars) |
| 2) 2 <sup>nd</sup> payment, upon delivery of rough cut         | Invoice: \$10,000.00 (ten thousand dollars)     |
| 3) 3 <sup>rd</sup> payment, upon delivery of fine cut          | Invoice: \$10,000.00 (ten thousand dollars)     |
| 4) 4 <sup>th</sup> payment, upon final delivery                | Invoice: \$15,000.00 (fifteen thousand dollars) |