

**SECTION 00 4100  
BID FORM**

PROJECT: Bid Pack 02 – Detention Re-Bid  
Winona County Jail  
201 W 3<sup>rd</sup> Street  
Winona, MN 55987

BID DEADLINE: Friday, December 10, 2021 @ 2:00 p.m. local time

BID TO: Winona County  
Sheriff's Department  
Attn – Steve Buswell  
201 West Third Street  
Winona, MN 55987  
[jailbids@co.winona.mn.us](mailto:jailbids@co.winona.mn.us)

Bidder's Legal Company Name Pauly Jail Building Company, Inc.  
(agreements will be made out to name provided)

Business Address 17515 Bataan Court Noblesville IN 46062  
Street Address City State Zip

Mailing Address 17515 Bataan Court Noblesville IN 46062  
P.O. Box City State Zip

Phone Number ( 317 ) 580-0833 Federal ID Number 43-1381588

Contact for Project Ricky Harrison Email Address: rj@paulyjail.com

Authorized Signature *Joseph Pauly Pohrer III* Title Joseph Pauly Pohrer III, President  
(circle applicable items)  Union  Non-Union  MBE  WBE  SBE

Minnesota Contractor Registration Number IR679839

**SEAL IF BID BY A CORPORATION**

In strict compliance with the Bidding and Contract Documents entitled Winona County Jail and dated July 29, 2021, as prepared by Klein McCarthy Architects, 6465 Wayzata Blvd., Suite 410, St. Louis Park, MN 55426, the undersigned have become thoroughly familiar with the terms and conditions of the proposed Contract Documents, local conditions affecting the Work, fully inspected the particulars of the site, and propose the following bid:

A separate Bid Form should be used for each Work Category or for each combination of Work Categories being bid.

WORK CATEGORY NUMBER(S) 13 423 - Detention Equipment

**BASE BID:** All Work as defined in Work Category Number(s) noted above.

for the sum of FOUR-MILLION, FIVE-HUNDRED AND TWELVE THOUSAND Dollars (\$ 4,512,000.00).

Company Name: Pauly Jail Building Company, Inc. Work Category No(s) 13 3423

We acknowledge receipt of Addenda No. 01 through No. 01 inclusive.

We acknowledge that we agree to the terms of the bidding documents. Specifically we have read and understand that:

- I have attach completed Responsible Contractor
- I have attached bid security
- Prevailing wages are included in bid amount
- The project is tax-exempt and taxes are not included in the bid amount
- We will clean work area daily and protect finished work
- Coordinate our work with other trades and suppliers. This includes participating in weekly coordination meetings and pre-installation meetings as determined by Construction Manager

Performance Bond and Labor and Material Payment Bond

The Bidder  can /  cannot provide Performance and Payment Bond in favor of Winona County and Market & Johnson, **if requested**, in the sum of 100% of the Contract Amount. The premium for any bonds will be paid by the Contractor, separate from the amounts quoted above.

The name of the proposed surety is The Cincinnati Insurance Company

To provide Performance and Payment Bonds  
Base Bid Add \$ 45,000.00

\*\*\*

BID PACKAGE 2  
**MINNESOTA STATE**  
**SECTION 00 4513**  
**ATTACHMENT A**

**RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE**

**PROJECT TITLE: Winona County Jail**

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** "...any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project."

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- |     |   |
|-----|---|
| (1) | <p><b>The Contractor:</b></p> <ul style="list-style-type: none"><li>(i) is in compliance with workers' compensation and unemployment insurance requirements;</li><li>(ii) is in compliance with the Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;</li><li>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</li><li>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</li></ul> |
|-----|---|

- |     |  |
|-----|--|
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"><li>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;</li><li>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</li><li>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</li><li>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</li></ul> |
|-----|--|

BID PACKAGE 2  
**MINNESOTA STATE**  
**SECTION 00 4513**

	<p>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</p> <p>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</p>
(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	<p>The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*</p> <p>* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.</p>
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar the contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6) and clauses (8) and (9).
(8)	The contractor or related entity has been in business under the current business name or Federal Employer ID number for a minimum of two (2) years prior to the issuance of this Request for Bids.
(9)	The contractor or related entity has not had any willful or repeated OSHA safety citations within the past two (2) years.

BID PACKAGE 2  
**MINNESOTA STATE**  
**SECTION 00 4513**

**Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting Attachments A and A-1 verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification, see Section 00 43 36 for Attachment A-2, confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

BID PACKAGE 2  
**MINNESOTA STATE**  
**SECTION 00 4513**

**Minn. Stat. § 16C.285, Subd. 4. VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02 paragraph (h)

**CERTIFICATION**

**By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:**

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

<b>Authorized Signature of Owner or Officer:</b> 	<b>Printed Name:</b> Joseph Pauly Pohrer III
<b>Title:</b> President	<b>Date:</b> 12/10/2021
<b>Company Name:</b> Pauly Jail Building Company, Inc.	

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

**END OF SECTION**

**LICENSE/CERTIFICATE/REGISTRATION DETAIL**

Class Type: **CONTRACTOR**  
**REGISTRATION** Number: **IR679839**

Application No: **333817** Status: **ISSUED**

Expire Date: **12/31/2021** Effect Date: **1/1/2020**

Orig Date: **4/15/2014** Print Date:

Enforcement Action: **NO**

Workplace Experience: **N/A**

---

Name: **PAULY JAIL BUILDING COMPANY**  
Address: **100 S FIFTH STREET**  
**SUITE 1075 MINNEAPOLIS , MN 55402**

Phone:

**A CONTRACTOR REGISTRATION IS NOT A LICENSE!**  
Contractor Registration is required for building contractors that are not licensed or required to be licensed by DLI, but *it is not intended to provide any level of consumer protection*. To verify the status of licensed residential contractors, remodelers, and roofers, search under the **Residential Contractors** "Discipline" on the license lookup tool

Another Lookup?

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

(Name, legal status and address)  
Pauly Jail Building Company, Inc.

17515 Bataan Court  
Noblesville, IN 46062

**OWNER:**

(Name, legal status and address)  
Winona County

201 W. 3rd Street  
Winona, MN 55987

**BOND AMOUNT:** Five percent of the accompanying bid (5%)

**PROJECT:**

(Name, location or address, and Project number, if any)

Winona County Jail, Work Category 133423 - Detention Equipment (Architect Project No.: 2001)

**SURETY:**

(Name, legal status and principal place  
of business)

The Cincinnati Insurance Company

6200 S. Gilmore Road  
Fairfield, OH 45014

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

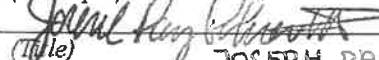
Signed and sealed this 19th day of August 2021

  
(Witness)

  
(Witness)

Pauly Jail Building Company, Inc.

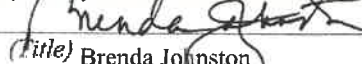
(Principal)

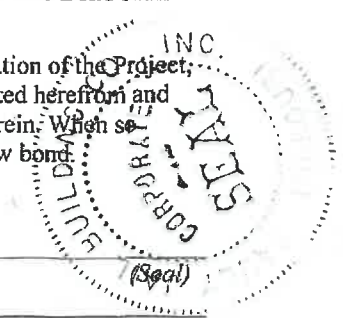
  
(Title)

JOSEPH PAULY POHRER III, PRESIDENT

The Cincinnati Insurance Company

(Surety)

  
(Title) Brenda Johnston  
Attorney-in-Fact



Init.



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Michael H. Bill; Edward L. Mournighan; Michael M. Bill; Cynthia L. Jenkins; Cindy H. Stellhorn; Ginger J. Krahn; Sheree Hsieh; Brenda Johnston; Kimberly E. Kinkead; Michael J. Marsella; Elexis Richards and/or A. Robert Baumgartner

of Carmel, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Seventy Five Million and No/100 Dollars (\$75,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

“RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

“RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.”

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephanie A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 19th day of August, 2021



Signature of Steve D. Dan

Secretary



**RR BRINK**  
LOCKING SYSTEMS

---

Pauly Jail Building Company, Inc.  
17515 Bataan Court  
Noblesville, IN 46062  
Attn: Jared Bailey

December 10, 2021

Re: RR Brink Submittal Letter  
Winona Co Jail Winona, MN.  
12/10/21 Re-Bid Date

Dear Jared,

After receipt of a Letter of Intent for the Winona Co. Jail Job Re-Bidding on December 10, RR Brink will deliver all Templates and Wiring Diagrams within (1) Week.

Sincerely,

A handwritten signature in black ink that reads "Gary Noha".

Gary Noha- Sales RR Brink Locking Systems



---

Jared Bailey  
Pauly Jail Building Company  
17515 Bataan Crt  
Noblesville, IN. 46062

Jared,

**RE:** Winona County Jail, Winona Minnesota; SCNA submittals

Jared

SteelCell will provide a complete shop drawing and equipment submittal package for section 13 3423 Prefabricated Steel Detention Cell Modules of the project named above one week after receiving a letter of intent.

Respectfully,

*Ray Handte*

Ray Handte  
Vice President and COO



December 6, 2021

Mr. Jared Bailey  
Pauly Jail Building Company  
17515 Bataan Court  
Noblesville, IN 46062

RE: Winona County Jail, MN

To Mr. Bailey,

This letter is written with the intent to confirm the strong business relationship between Pauly Jail Building Company and Titan Steel Door. Pauly Jail is one of our company's most valued customers and are factory trained and a fully authorized distributor and install of our line of detention products including hollow metal doors, frames and windows.

Pauly Jail is also in good standing with Titan Steel door and has the ability to purchase our full line of products utilizing our company's credit relationship.

With that being said please accept this letter as our commitment on the Barnes County project as follows:

- Titan will have shop drawings completed and to you within 1 weeks of the receipt of a notice to proceed, hardware and glass is received.
- Titan will begin delivery of the security hollow metal frames within 6 weeks of receipt of approvals as long as there are no more than 30 frames. Ongoing deliveries after the initial shipment will support the construction schedule.
- Titan will deliver the security hollow metal doors within 8 weeks of receipt of approvals. Ongoing deliveries after the initial shipment will support the construction schedule.

Titan Steel Door is a Georgia based company.



On behalf of the entire Titan team I would like to say thank you for the opportunity to earn your business. If you would like any further information please feel from to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Phillip Loggins'.

Phillip Loggins  
General Manager – Titan Steel Door, LLC