### **CONTRACT AGREEMENT - COMMODITIES**

This Agreement is effective as of the 5th of June, 2024, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	
	Baker & Taylor LLC
ITBC Contract No. & Title:	
	24ITBC1288213B-PS
Address:	
	2810 Coliseum Centre Drive, Suite 300
	Charlotte, North Carolina 28217
Telephone:	
	704-998-3248
Email:	
	bids@baker-taylor.com
Contact Name & Title:	
	Lee Ann Queen, Director-Pricing Services

This agreement was approved by the Fulton County Board of Commissioner on June 5, 2024 and item number 24-0370.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

Exhibit 3: Contract Compliance

### 1. Contract Term

- 1.1 <u>Initial Term</u>: The initial term of this Agreement shall commence on the June 5, 2024 and end on December 31, 2024. The "Commencement Term" of this Agreement shall begin on June 5, 2024, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2024. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 Renewal Terms: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January 2025 and shall end no later than the 31st day of December 2025. If approved by the County Board

of Commissioners, the Second Renewal Term shall begin on the 1<sup>st</sup> day of January 2026 and shall end no later than the 31<sup>st</sup> day of December 2026. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

- 1.2.1 <u>Term Subject to Events of Termination:</u> All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.
- 1.2.2 <u>Same Terms:</u> Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 <u>Statutory Compliance Regarding Purchase Contracts:</u> The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

### 2. Compensation

The total contract amount for the Project shall not exceed \$126,700.98, One Hundred Twenty-Six Thousand, Seven Hundred and Ninety-Eight Cents, which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

### 3. <u>Description of Goods</u>

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

ITEM#:

RECESS MEETING

RCS:

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:	CONTRACTOR:
FULTON COUNTY, GEORGIA	Baker & Taylor LLC
Pobert L. Pitts	DocySigned by: Lee Ann Queen
─¹ॡऌ5७ң№: Քitts, Chairman Fulton County Board of Commissioners	ି Lê Patifit ପ୍ରûeen Director-Pricing Services
ATTEST:	
—DocuSigned by: Tonya Grier	Jennifer B. Klyne
⊂ਵਾਿ∕ਗੰ9# ਜ਼ਿੰ•©rier Clerk to the Commission	Jennifer B. Rhyne Notary Public
(Affix County Seal)  APPROVED AS TO FORM:	County:
— Docusigned by: Junnifer Culler	Commission Expires: December 4, 2027 DocuSigned by:
— □⁴ੴffice of the County Attorney APPROVED AS TO CONTENT:	(Affix Notary Seal)
Coursigned by:  Gayle Holloman  ভিন্তিগৈল শিশালৈ Man, Director of Libraries Fulton County Library	

ITEM#:24-0370

REGULAR MEETING

RM: 6/5/2024



## EXHIBIT 1 SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

## EXHIBIT 2 BID FORM RESPONSE

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed\$126,700.98 approved by the Board of Commissioners \$126,700.98, One Hundred Twenty-Six Thousand, Seven Hundred and Ninety-Eight Cents. The detailed costs are provided on the attached Bid Form/Awarded Lines.

This contract was awarded by line item to the lowest responsive and responsible bidder and the line item(s) awarded to Baker & Taylor LLC is attached.

# EXHIBIT 3 CONTRACT COMPLIANCE DOCUMENTS

## EXHIBIT 1 SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

## EXHIBIT 2 BID FORM RESPONSE

(Dollar Amount in Words)

### **BID FORM INSTRUCTIONS**

Submitted To: Fulton County Government
For: 24ITBC1288213B-PS, Library - Non Book Materials (Shelf-Ready DVD, CD, Spoken Word, Poetry, Adult, Teens and Children)
Submitted By: Baker & Taylor, LLC
Bid Due Date: May 15 , 2024
Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.
The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.
The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.
The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.
THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.
TOTAL COST AMOUNT (Total amount for all items)
\$126,700.98 (Dollar Amount in Numbers)
One Hundred Twenty Six Thousand Savan Hundred Pollars and Ni net/-Fight cents

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

### Note 1

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the lowest responsive and responsible bidder(s) per line item complying with the provisions of this ITBC)

NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE (\$)	TOTAL COST (\$)	
1.	Adult Feature Film DVD	2000	\$	\$	
2.	Adult TV Series DVD	1000	\$	\$	
3. Adult Spoken Word		ılt Spoken Word 6000		\$	
4.	YA Spoken Word	100	\$	\$	
5.	Juvenile Feature Film DVD	2000	\$	\$	
6.	Juvenile TV Series DVD	1000	\$	\$	
7.	Juvenile Spoken Word	500	\$	\$ .	
ΓΟΤΑL		\$			

### Note 1

Please see the bid form spreadsheet issued with Addendum 2 in replacement of this page.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM #	1	es	DATED May	7, 2024
ADDENDUM #	2		DATED May	10, 2024
Addendum #	3	Dated	May 13, 2024	
SUBMITTED BY:				
BIDDER NAME: _	Baker & Taylor, LLC		wanta Weening Color	
ADDRESS:2810	O Coliseum Centre Dr Ste. 300			
	ODE: Charlotte, NC 28217			
	Lee Ann Queen Director-Pricing		D 1	Queen
EMAIL ADDRESS	QueenL@baker-taylor.com		~	
BUSINESS PHON	E: Cell = 704-219-4952			100000000000000000000000000000000000000
Indicate whether MARTA, etc.,) or p	your firm is certified by an professional organization (i.	y governi e. GSMD0	mental agency C, WBENC, SBA	(i.e. City of Atlanta , etc.,) as:
Minority Business	Enterprise (MBE) No			
Female Business	Enterprise (FBE) No			
Small Business E	nterprise (SBE) No			
Disadvantaged Βι	usiness Enterprise (DBE)	No		
Small Disabled Ve	teran Business Enterprise (	SDVBE)	No	
BUSINESS TYPE:	CorporationPartnership	Sol	e Proprietor	Other X
			Lim	ited Liability Company



Date: May 7, 2024

Project Number: #24ITBC1288213B-PS

Project Title: Non Book Materials

This Addendum forms a part of the contract documents and **modifies** the original RFQ documents as noted below:

### ADDENDUM NO. 1

- 1. The RFQ opening date has been extended to Monday, May 13, 2024 at 11:15 A.M.
- 2. Answers to questions 1 through 4, 6, and 7 have been posted. A final addendum will soon follow.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined on page 2 #3 of the RFQ.

This is to acknowledge receipt of Addendum No. 1, 8 day of May, 2024.

Legal Name of Bidder/Proposer

Lee Ann Juien Lee Ann Queen Signature of Authorized Representative

Director Pricing Services
Title



Date: May 10, 2024

Project Number: #24ITBC1288213B-PS

Project Title: Non Book Materials

This Addendum forms a part of the contract documents and **modifies** the original RFQ documents as noted below:

### ADDENDUM NO. 2

- 1. The bid opening date has been extended to Wednesday, May 15, 2024 at 11:15 A.M.
- 2. The answer to Questions 5 has been posted.
- A Non Book spreadsheet has been added to this addendum with a Sample Tab, Sheet 1 Tab (a blank tab for you to fill out) and Sheet 2 Tab (a replacement for the Unit Price specification located directly after the Bid Form Instructions.)

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined on page 2 #3 of the RFQ.

This is to acknowledge receipt of Addendum No. 2, he day of May, 2024.

Baker + Taylor LLC Legal Name of Bidder/Proposer

Lee Ann Juen Lee Ann Queen Signature of Authorized Representative

Director Pricing Services
Title



Date: May 13, 2024

Project Number: #24ITBC1288213B-PS

Project Title: Non Book Materials

This Addendum forms a part of the contract documents and **modifies** the original RFQ documents as noted below:

### ADDENDUM NO. 3

1. The answer to Questions 8 has been posted.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined on page 2 #3 of the RFQ.

This is to acknowledge receipt of Addendum No. 3, 14 day of May, 2024.

Baller + Taylor LLC
Legal Name of Bidder/Proposer

Signature of Authorized Representative

Director Pricing Services

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

Please see the following pages for signature authority.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Vame .	Address
Baker & Taylor, LLC (Vendor/Biddet)	2810 Coliseum Centre Dr Ste. 300 / Charlotte, NC 2821
Company Officers:	
Amandeep Kochar CEO	2810 Coliseum Centre Dr Ste. 300 / Charlotte, NC 28217
Bradley J. Lucas Secretary	2810 Coliseum Centre Dr Ste. 300 / Charlotte, NC 2821.

**END OF SECTION** 

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed\$126,700.98 approved by the Board of Commissioners \$126,700.98, One Hundred Twenty-Six Thousand, Seven Hundred and Ninety-Eight Cents. The detailed costs are provided on the attached Bid Form/Awarded Lines.

This contract was awarded by line item to the lowest responsive and responsible bidder and the line item(s) awarded to Baker & Taylor LLC is attached.

# EXHIBIT 3 CONTRACT COMPLIANCE DOCUMENTS

### SECTION 5 CONTRACT COMPLIANCE REQUIREMENTS

### E-QUOTE - GOODS/COMMODITIES

PROJECT NAME AND NUMBER: Library - Non-Book Materials
Shelf-Ready DVD, CD, Spoken Word, Poetry, Adult, Teens, and Children; 24/TBC141450B-PS

24ITBC1288213B-PS

### NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender, or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

### REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

WORK CATEGORY: GOODS

### **BUSINESS CLASSIFICATION**

☐ Male or ☐ Female (Check the appropriate box)

Neither - board directive

The firm that will provide the scope of work/se and controlled business enterprise. Check the African American (AABE)	ervice(s) <b>IS NOT⊠</b> , <b>IS</b> □ a Minority or Female owned ne appropriate box.
□Asian American (ABE)	Not Applicable
□Hispanic American (HBE)	
□Native American (NABE)	
□White Female American (WFBE)	
□Small Business (SBE)	
☐Service Disable Veteran (SDVBE)	
□Disadvantage Business (DBE)	
**If yes, Bidder must submit a copy of rece Fulton County, City of Atlanta, MARTA, WBENC, SBA, etc.).	ent certification with a governmental agency (i.e., etc.,) or professional organization (i.e. GSMDC,

### EXHIBIT A - PROMISE OF NON-DISCRIMINATION

"Know all persons by these presents, that I/We (	Lee Ann Queen	).
	Name	/
Director-Pricing Services	Baker & Taylor, LLC	
Title	Company Name	
Hereinafter "Company", in consideration of the private whole or in part, by Fulton County, hereby consent	vilege to bid on or obtain conti	racts funded, in
<ol> <li>No person shall be excluded from partic discriminated against on the basis of connection with any bid submitted to resulting there from,</li> </ol>	of race, color, national origin	or gender i
<ol> <li>That it is and shall be the policy of this businesses seeking to contract or or Company without regard to the race, co of this business,</li> </ol>	therwise interested in contra	cting with this
<ol> <li>That the promises of non-discrimination continuing in nature and shall remain in</li> </ol>	on as made and set forth he full force and effect without int	nerein shall be erruption,
<ol> <li>That the promise of non-discrimination a part of, and incorporated by reference in Company may hereafter obtain,</li> </ol>	is made and set forth herein s nto, any contract or portion the	hall be made a ereof which this
5) That the failure of this Company to satisfa discrimination as made and set forth contract entitling the Board to declare the all applicable rights and remedies, incontract, termination of the contract contracting opportunities, and withholding owning on a contract; and	herein shall constitute a mat ne contract in default and to ex luding but not limited to can , suspension and debarmer	erial breach of ercise any and cellation of the nt from future
6) That the bidder shall provide such inform Purchasing & Contract Compliance purs Non-Discrimination in Purchasing and C	suant to Section 102-436 of the	the Director o Fulton County
NAME: Lee Ann Queen	TITLE: Director-Pricing Services	
SIGNATURE: Lee Ann Jucen		
ADDRESS: 2810 Coliseum Centre Dr Ste. 300		
Charlotte, NC 28217		
PHONE NUMBER: 704-219-4952 EMA	AIL: QueenL@baker-taylor.com	

### **70BAKERTAY**

### ACORD... CERTIFICATE OF LIABILITY INSURANCE

7/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

and continuate decement any rights to the continuate held	21 111 110d 01 0d011 011d01001110111(0)1				
PRODUCER	CONTACT NC Certificate Team				
McGriff Insurance Services LLC	PHONE (A/C, No, Ext): (A	AX /C, No):			
4777 Sharon Rd., 4th Floor Charlotte, NC 28210	E-MAIL ADDRESS: NCCertificateTeam@mcgriff.com				
	INSURER(S) AFFORDING COVERAGE	NAIC #			
704 954-3000	<b>INSURER A: Phoenix Insurance Company</b>	25623			
Baker & Taylor, LLC	INSURER B: Travelers Property Casualty Co of Amer	25674			
	INSURER C: Great American Alliance Insurance Co.	26832			
2810 Coliseum Centre Drive, Suite 300	INSURER D:				
Charlotte, NC 28217-4574	INSURER E:				
	INSURER F:				

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	 S
Α	X COMMERCIAL GENERAL LIABILITY	X X		, ,	,	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:						\$
В	AUTOMOBILE LIABILITY	X	BA9T4086372313G	11/02/2023	11/02/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
В	X UMBRELLA LIAB X OCCUR	X	CUP9T48164423I3	11/02/2023	11/02/2024	EACH OCCURRENCE	\$25,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$25,000,000
	DED X RETENTION \$10,000						\$
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	X	WCE78380202	11/02/2023	11/02/2024	X PER OTH- STATUTE ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Fulton County Government, its officials, officers and employees are included as additional insureds in accordance with the policy provisions of the general liability, automobile liability and cyber liability policies. A waiver of subrogation is granted in favor of certificate holder in accordance with the policy provisions of the general liability, automobile liability and workers compensation policies. Umbrella follows form.

(See Attached Descriptions)

### **CERTIFICATE HOLDER**

Fulton County Government Attn: Purchasing & Contract Compliance Dept. 130 Peachtree Street SW, Ste 1168 Atlanta, GA 30303-3459

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE** 

Sept D. Burns

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## **DESCRIPTIONS (Continued from Page 1)** Named Insured: Baker & Taylor LLC and Bridgeall Libraries Limited BTAC United Acquisition Holding Company and its Direct and Indirect Subsidiaries. \*\* Workers Comp Information \*\* Workers Compensation coverage applies for this certificate as the policy states for section 3A and 3C but regardless does not apply for any of the following monopolistic states: ND, WY, OH, WA