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February 25, 2021

Abigail Chittenden, Senior Account Manager  
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Indiana Department of Administration  
Procurement Division  
402 W. Washington St., Room W468  
Indianapolis, Indiana 46204

**Subject: IDEMIA USA Letter of Transmittal – Solicitation for Fingerprinting Services, Request for Proposal # ASA-21-66603**

Dear Ms. Chittenden,

The State of Indiana Department of Administration (IDOA) is requesting proposals from qualified and experienced vendors to provide Fingerprinting Services for multiple user agencies and their applicants. As the current fingerprinting service provider for the State of Indiana since 2009, Idemia Identity & Security USA LLC (IDEMIA USA) looks forward to continuing our long-term partnership with IDOA and its agencies.

Our experience with the program and established relationships with the various agencies give us a thorough understanding of the scope of work to be implemented to continue supporting your program. Our goal is to enhance our current customer service levels and continue to provide fast, simple, safe, convenient, and professional fingerprinting services for IDOA and its agencies.

Our response details how our experience, proven solutions, qualifications, and capabilities make us the best option to continue serving IDOA's fingerprinting program. We submit our response in accordance with the Request for Proposals (RFP) instructions and requirements as well as requirements included in Addendum 1 issued on January 15, 2021 and Addendum 2 issued on January 29, 2021. Additionally, in accordance with Business Proposal, Attachment E of the RFP, requirement 2.3.8, we are including a copy of the IDEMIA USA Delegation of Authority to fulfill this requirement.

Ms. Meghan Peterson is IDEMIA USA's main point of contact for this RFP. Ms. Peterson is available to answer your questions or provide clarification and additional information. You can reach Ms. Peterson via email at [meghan.peterson@us.idemia.com](mailto:meghan.peterson@us.idemia.com) or by phone: (978) 427-7818.

As the Senior Vice President, I am authorized to execute the contractual agreement resulting from this RFP. We look forward to continuing our successful 10 plus years' partnership in supporting your statewide fingerprinting network.

Sincerely,

A handwritten signature in blue ink that appears to read "Donnie Scott" with a stylized flourish at the end.

Donnie Scott  
Senior Vice President, Public Security

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## Delegation of Authority Form

### Idemia Identity & Security USA LLC

This Form is a supplement to the Signature Authorization and Delegation Policy ("Policy") for Idemia I&S USA ("Company"). The Policy authorizes certain individuals to execute Contracts and to delegate their authority to other qualified individuals within the Company. Complete this form to add, change, or revoke a delegation of authority. All delegations must comply with the terms of the Policy. Please use a separate form for each addition, change, or revocation.

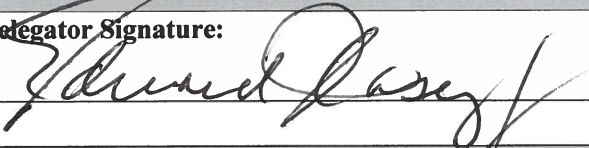
Submit completed forms to the Legal Department at [Legal@us.idemia.com](mailto:Legal@us.idemia.com) at least five (5) business days prior to the requested effective date.


I. Delegator Information	
<b>Request Type</b> ( <i>check one</i> ):	<input checked="" type="checkbox"/> Add delegation ( <i>complete Sections II and V only</i> ). <input type="checkbox"/> Revoke delegation ( <i>complete Sections III and V only</i> ). <input type="checkbox"/> Change delegation ( <i>complete Sections IV and V only</i> ).
<b>Delegator Name and Title:</b> Ed Casey Chief Executive Officer Identity & Security, N.A.	

II. Complete Only if <u>Adding New Delegation</u>	
<b>Delegatee Title</b> (position to which delegation is made): Sr. Vice President, Public Security	<b>Business Line or Department:</b> Public Security
<b>Name</b> (person currently holding position): Donnie Scott	
<b>Effective Date of Delegation:</b> 12/01/2020	<b>Expiration Date of Delegation:</b>
<b>Delegated Powers and Authority</b> (E.g., contract type such as NDAs only or transaction type, such as offers only. If delegating all your signature authority, fill in "All".)	<b>Delegation Limitations, If Any</b> (E.g., TCV limits, dual signatures, approvals required. If none, fill in "None".)
<b>Revenue Contracts</b>	<b>For Public Security, signature authority for all Revenue Contracts with TCV &lt;\$59M that have been approved per the I&amp;S NA Delegation of Authority Matrix (DOA).</b>

III. Complete Only if <u>Revoking Existing Delegation</u>	
<b>Delegatee Title</b> (position to which delegation is made):	<b>Business Line or Department:</b>
<b>Name</b> (person currently holding position):	<b>Effective Date of Revocation:</b>
<b>Description of Delegation to Be Revoked:</b>	

<b>IV. Complete Only if <u>Changing the Scope of Existing Delegation</u></b>	
<b>Delegatee Title (position to which delegation is made):</b>	<b>Business Line or Department:</b>
<b>Name (person currently holding position):</b>	<b>Effective Date of Change:</b>
<b>Existing Delegation (description of delegation):</b>	<b>Change to Delegation (description of change):</b>

<b>V. Delegator Signature</b>	
<b>Delegator Signature:</b> 	<b>Date:</b> 12/17/2020

<b>VI. Delegatee Must Sign the Following Acknowledgment for <u>New or Changed Delegations</u> (No Delegatee Signature Required for Revocation of Delegation)</b>	
<b>Acknowledgment</b>  By signing below, I accept full responsibility for the delegation of authority granted in this Authorization Form and agree to comply with its limitations. I acknowledge that I have received and have read the Company's Signature Authorization and Delegation Policy, and will comply with its terms. I further acknowledge and agree that my delegation may be revoked at any time for any reason with immediate effect upon notice from the Delegator listed above or from any Company Officer. Upon such notice, I will immediately cease exercising any signature authority granted by virtue of this form.	
<b>Delegatee Signature:</b> 	
<b>Printed Name of Delegatee:</b> DANIE SCOTT	<b>Date:</b> 12/17/2020

**CONFIDENTIAL**



# **Signature Authorization and Delegation Policy**

## **Idemia Identity & Security USA LLC**

*Effective Date: August 19, 2019*

*Policy Number: POL-00102-A-07*

*Owner: Legal*

## Change Page

Rev	Date	Comments
01	8/19/2019	Incorporated edits & rebranding for IDEMIA; updated with new DOA

## Contents

Change Page .....	2
<b>Scope</b> .....	4
<b>Basis of Signature Authority</b> .....	4
<b>Definitions</b> .....	4
<b>Authorized Signatories</b> .....	5
Human Resources .....	5
Revenue Contracts .....	5
NDAs and Evaluation Agreements .....	5
Vendor Contracts .....	6
Miscellaneous Contracts .....	6
Role of Authorized Signatories .....	6
<b>Delegation of Signature Authority by Authorized Signatories</b> .....	6
Delegation Rules.....	6
Revocation of Authority .....	7
Responsibility of Authorized Signatory .....	7
Signature Requirements .....	7
<b>Violations of this Policy</b> .....	8
<b>Administration of this Policy</b> .....	8

## Scope

This Policy establishes guidelines, procedures, and requirements for:

- Designating the persons who are authorized to execute Contracts on behalf of the Company (as defined below);
- Delegating such authority; and
- Defining the limits on such authority.

This Policy is distinct from but supplemental to the Delegation of Authority (“DOA”), which governs authority to approve the underlying transaction. Therefore, authorization to execute a contract pursuant to this Policy does not confer authorization to approve the underlying transaction to which the contract applies. Contracts shall be reviewed and approved according to the DOA and the Contract Review Policy prior to presentation to the Authorized Signatory.

## Basis of Signature Authority

An individual is authorized to sign contracts on behalf of the Company pursuant to one or more of the following:

- Company Bylaws or Limited Liability Company Agreement
- Written resolution of the Company’s Board of Directors
- A valid authorization or delegation in accordance with this Policy

## Definitions

**“Authorized Signatory”** for purposes of this Policy means an employee authorized to sign contracts on behalf of the Company consistent with the terms of this Policy.

**“Business Line”** or **“BL”** means a “vertical” segment of the BU (as defined below) including Civil Identity, Citizen Services, and Public Security howsoever named.

**“Business Unit”** or **“BU”** means Identity & Security, North America.

**“Company”** means Idemia Identity & Security USA LLC.

**“Contract”** means legal instruments obligating the Company including contracts, licenses, leases, promissory notes, instruments, assignments, powers of attorney, memoranda of understanding, letters of intent, settlements, renewals, amendments, click-through agreements, and other similar documents and commitments.

**“Employee Benefit Plans”** means retirement plans, stock options, or similar.

**“Function”** means Finance, HR, IT, Marketing and Communications, or Legal or any other shared service established by the Company or the Parent.

**“NDA”** means a Non-Disclosure Agreement or Confidentiality Agreement howsoever named.

**“Miscellaneous Contracts”** means any contract not defined in this “Definitions” section.

**“Parent”** means collectively the Corporate parents of the Company: IDEMIA Identity & Security France SAS and IDEMIA France SAS (or any successor in interest).

**“Personnel Contracts or Offers”** means Contracts or offers concerning the Company’s hiring or separation of personnel whether an employee or contractor.

**“Revenue Contract”** means customer contracts or offers including bids, amendments, and renewals that will result in the payment of monetary consideration to the Company.

**“Standard NDA”** means either (1) an unmodified IDEMIA template NDA; or (2) any other NDA that Legal concludes materially conforms to IDEMIA customary NDA terms and conditions.

**“Standard Evaluation Agreement”** means either (1) an unmodified IDEMIA template Evaluation Agreement; or (2) any other Evaluation Agreement that the Legal Department concludes materially conforms to IDEMIA customary Evaluation Agreement terms and conditions.

**“Strategic NDA”** or **“Strategic Evaluation Agreement”** as determined by the General Counsel means those NDAs or Evaluation Agreements: (1) that will result in the transfer of Company Intellectual Property or Licensed Technology to any third party; (2) that the Legal Department concludes may put the Company at risk of material monetary or reputational exposure; or (3) in which the counterparty is Google, Apple, Facebook, Amazon, or Microsoft.

**“Total Contract Value”** or **“TCV”** means the final negotiated or proposed price of a Contract over the duration of the Contract.

**“Vendor Contract”** means a contract whereby IDEMIA commits to the purchase of goods or services from a third party in exchange for monetary consideration.

## Authorized Signatories

The Authorized Signatories of Contracts according to contract type are as follows.

### Human Resources

- CEO: All contracts concerning HR matters, including Employee Benefit Plans, and any Personnel Contracts or Offers including those concerning any member of the CEO's executive team
- CFO: Contracts concerning Employee Benefit Plans
- VP HR: Personnel Contracts or Offers except Personnel Contracts or Offers concerning any member of the CEO's executive team

### Revenue Contracts

- CEO: all contracts
- COO and CFO: Contracts with TCV equal to or less than \$59M
- BL VP: all Contracts for his or her own Business Line with TCV equal to or less than \$4M

### NDAs and Evaluation Agreements

- CEO and CFO: All NDAs, including Strategic NDAs and Strategic Evaluation Agreements
- COO or Functional VP/BL VP: Standard NDAs and Standard Evaluation Agreements for his or her own Function or BL



## Vendor Contracts

- CEO: all vendor contracts
- COO or CFO: Contracts with TCV equal to or less than \$1M
- Functional VP/BL VP: all Contracts for his or her own Function or Business Line with TCV equal to or less than \$100K

## Miscellaneous Contracts

- CEO: all such contracts

## Role of Authorized Signatories

No person may sign any contract on behalf of the Company unless such individual is an Authorized Signatory. Authority to sign includes physical signatures, electronic signatures, and click-through agreements that acknowledge the acceptance of and agreement to specified terms and conditions as permitted by law or regulation or as mutually agreed by the contracting parties.

## Delegation of Signature Authority by Authorized Signatories

Authorized Signatories may delegate their signature authority ("Delegator") to a designated individual or individuals ("Delegatee(s)") as stated in this Policy. However, if this Policy conflicts with the signatory requirement of any given Contract, the requirements of the Contract shall govern. For example, a contract that requires signature by an officer or Corporate Director shall only be executed by an officer or Corporate Director notwithstanding any delegation under this Policy.

## Delegation Rules

- **Delegator responsibilities.** The Delegator shall:
  - retain and may continue to exercise his or her authority notwithstanding any delegation of authority to a Delegatee;
  - remain ultimately accountable for his or her area of responsibility, including any contracts executed by his or her Delegatees; and
  - ensure that his or her Delegatees have a full understanding and appreciation of their delegated authority.
- **Delegatee selection criteria.** Delegation may only be made to a Delegatee:
  - identified by position and a named individual; and
  - having the judgment to use the delegated authority appropriately and knowledgeably; and
  - Director-level or higher
- **Delegation procedures.** A Delegator shall:
  - complete the Signature Delegation Form;
  - retain a copy; and
  - file it with the Legal Department.

- **Delegation limitations.** All delegations:
  - are subject to the terms of this Policy;
  - are further subject to any restrictions specified by the Delegator in the Signature Delegation Form; and
  - automatically expire at fiscal year-end, unless the Signature Delegation Form specifies another expiration date.

Any individual who is in an acting or interim position shall have the right to exercise the signature authority of such position. A Signature Delegation Form is not required for short-term acting or interim appointments lasting one week or less provided that the Authorized Signatory confirms the delegation in writing with copy to the General Counsel. The appointing officer shall submit written notice of the acting or interim appointment to the Legal Department within five business days of any such appointment.

The Legal Department shall maintain a master list of authorized signatories and valid delegations in the form of a Delegated Authorities Table. The Legal Department shall update the Delegated Authorities Table from time to time as necessary.

The Human Resource Department shall notify the Legal Department of any organizational changes that impact signature and approval authority or the Delegated Authorities Table.

### Revocation of Authority

Any signature authority granted by virtue of this Policy or otherwise shall immediately terminate without further notice upon the effective date of the employee's separation from the Company. Authority may be revoked at any time at the discretion of any Company Officer (CEO, COO, CFO or General Counsel) or the Delegator for any reason including but not limited to breach of this Policy, or upon any amendment to the Bylaws or Limited Liability Company Agreement necessitating such revocation. Revocation of authority shall be effective upon the employee's termination of employment or upon written notice to the Delegatee, which may be in email form, with copy to the General Counsel.

### Responsibility of Authorized Signatory

Before executing any contract, each Authorized Signatory (including Delegates) shall:

- ensure that he or she has the appropriate authority to execute the contract;
- exercise appropriate diligence including undertaking investigation and inquiry to confirm that the subject contract is:
  - the final execution copy;
  - has been approved in accordance with the DOA; and
  - has been approved in accordance with the Contract Review Policy

### Signature Requirements

Each Authorized Signatory must affix his or her own signature (physical or electronic, as permitted) to any subject contracts. Signing or fixing someone else's name is strictly prohibited except in special circumstances where permission is granted in writing for an express purpose by the person whose name is being affixed.

## Violations of this Policy

- Only Authorized Signatories may sign contracts on behalf of the Company. Any other individual who enters into a contract, whether oral or written, that purports to bind the Company is acting without authority and may be held personally liable for the contract.
- Dividing a transaction into two or more parts to evade a limit of authority is prohibited and is a violation of this Policy. This Policy shall be interpreted broadly so that a series of reasonably related transactions and the total number of years in a contract shall be considered a single transaction for purposes of determining TCV levels required by this Policy.
- Conduct that violates this Policy is considered outside the scope of employment of any employee acting on behalf of the Company.
- Any employee who violates any provision of this Policy (including individuals who enter into unauthorized contracts or other transactions) will be subject to discipline, up to and including termination of employment.

## Administration of this Policy

The Company expressly reserves the right to change, modify, or delete the provisions of this Policy without notice. The Legal Department is responsible for the administration of this Policy. All employees are responsible for consulting and complying with the most current version of this Policy.