



**DEPARTMENT OF PROCUREMENT SERVICES  
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION**

Complete this cover form and the Non-Competitive Procurement Application Worksheet in detail. Refer to the page entitled "Instructions for Non-Competitive Procurement Application" for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

<b>Department</b>	<b>Originator Name</b>	<b>Telephone</b>	<b>Date</b>	<b>Signature of Application Author</b>
Aviation	Castalia Serna	773-894-3059	1/24/2019	
Contract Liaison	Email Contract Liaison	Telephone		
Aurelio Garcia	aurelio.garcia@cityofchicago	773-462-7314		

**List Name of NCRB Attendees/Department**

Castalia Serna	Aviation
Aurelio Garcia	Aviation

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

**Company:** Alclear LLC- **Project Description:** Alclear will provide initial Travel Document Checker (TDC) services at both O'Hare and Midway International Airports in order to expedite check in. Alclear will return pay CDA a MAG plus 12.5% of revenues.

<b>Contact Person:</b>	<b>Phone:</b>	<b>Email:</b>
Matthew Levine	(212) 223-5056	matt@clearme.com

**Project Description:**

**This is a request for:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> New Contract                                | <input type="checkbox"/> Amendment / Modification  |
| <b>Contract Type</b>  | <b>Type of Modification</b>  |
| <input checked="" type="checkbox"/> Blanket Agreement Term: <u>60</u> (# of mo) | <input type="checkbox"/> Time Extension <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Scope Change |
| <input type="checkbox"/> Standard Agreement                                     | Contract Number: _____   |
|   | Specification Number: _____  |
|   | Modification Number: _____   |

<b>Department Request Approval</b>  DEPARTMENT HEAD OR DESIGNEE _____ DATE <u>2/19/19</u> PRINT NAME <u>Castalia Serna</u>	<b>Recommended Approval</b> BOARD CHAIRPERSON _____ DATE _____ PRINT NAME _____
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<b>(FOR NCRB USE ONLY)</b>
Recommend Approval/Date: _____
Return to Department/Date: _____
Rejected/Date: _____

Approved  Rejected

\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER DATE \_\_\_\_\_



DEPARTMENT OF PROCUREMENT SERVICES  
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

**PROCUREMENT HISTORY**

1. Describe the requirement and how it evolved from initial planning to its present status.

The Chicago Department of Aviation (CDA) in conjunction with our airline partners have determined a need to improve initial manual travel document review (Travel Document Checker or TDC) for the traveling public. TSA currently has precheck services which allows for some increased time saving for a portion of the traveling public. However, with the Alclear biometric process, there is an additional time savings for those who register for the biometric access. The potential time savings came to light during the recent partial government shut down when there was a shortage of TDCs processing passengers. Through research, it was determined that Alclear was the only TSA approved TDC service.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

This is a first time procurement.

3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).

CDA found that San Francisco International Airport (SFO) issued an RFQ for the required services and only received one response. The only response received by the SFO RFQ was by Alclear. The following are airports in the United States, which have non-competitive concessions lease agreements with Alclear to serve as TDC:

1. Dallas Fort Worth International Airport (2012)
2. Norman Y. Mineta San Jose International Airport (2013)
3. San Antonio International Airport (2013)
4. William P. Hobby Airport (2013)
5. George Bush Intercontinental Airport (2013)
6. McCarran International Airport (2014)
7. Miami International Airport (2014)
8. Austin-Bergstrom International Airport (2015)
9. Seattle-Tacoma International Airport (2016)
10. Washington Dulles International Airport (2016)
11. Regan National Airport (2016)
12. Detroit Metropolitan Airport (2016)
13. John F. Kennedy International Airport (2016)
14. LaGuardia Airport (2017)
15. Minneapolis-St. Paul International Airport (2017)
16. Hartsfield-Jackson Atlanta International Airport (2017)
17. Los Angeles International Airport (2017)



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NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

18. Salt Lake City International Airport (2017)
19. Dallas Love Field Airport (2017)
20. Phoenix Sky Harbor International Airport (2018)
21. Fort Lauderdale-Hollywood International Airport (2018)
22. Louis Armstrong New Orleans International Airport (2018)

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

Research into TSA/Homeland Security approved TDC services for automated/biometric documents review at airport checkpoints found Alclear as the only approved company to provide TDC services.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

Currently, Alclear is the only TSA approved company that can provide the required services. The initial contract period will be for 5 years. CDA will issue an RFP/RFQ after the initial contract period if more than one firm is approved by TSA to provide these services.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

Currently, this is not possible. As stated in item 5 above, once more than one firm is approved for these services by the TSA, CDA will issue an RFQ/RFP for services once the existing contract expires.

ESTIMATED COST

This is a concessions agreement. Alclear will be paying the Chicago Department of Aviation based on a Minimum Annual Guaranteed (MAG) payment, at the following pay schedule:

Midway MAG \$100,000

O'Hare MAG \$250,000

O'Hare MAG (partial presence) \$100,000

Revenue share will be 12.5 %

These amounts are fair and reasonable based on a comparison with SFO, which is most similar to the Chicago airports. There would be no dollar investment made by the CDA.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.

The service period would be for a total of 5 years. Five years is a reasonable amount of time for this type of concessions lease, as this would allow Alclear to recover their upfront costs while not locking the CDA into a long term agreement. This allows for a competitive procurement should another company be found approved and qualified to provide the same services.

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

Not Applicable.



DEPARTMENT OF PROCUREMENT SERVICES  
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION  
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

Not Applicable.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

Not Applicable.

EXCLUSIVE OR UNIQUE CAPABILITY

Alclear is the only Travel Document Checker (TDC) which has been approved by TSA. Alclear uses its member's biometrics to automate the manual document review at airport checkpoints with digital identity verification. This process helps to enhance airport security with the use of biometric technology which in turn leads to greater processing speeds and increased customer service. Members have their fingerprints and irises scanned using biometric technology and then used to confirm their identity during the initial manual document review.

Alclear will have dedicated lanes for its members to access.

OTHER



## DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

### INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

#### PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

#### ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

#### SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

#### EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and **Temporary Consulting Services Form**.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

#### MBE/WBE COMPLIANCE PLAN

- \* All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

#### OTHER

1. Explain other related considerations and attach all applicable supporting documents, i.e., an **approved "ITGB Form"** or "Request For **Individual Hire Form**".

#### REVIEW AND APPROVAL

**This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.**

Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

<p><b>Date:</b> 02/01/2019</p> <p><b>Department Name:</b> Aviation</p> <p><b>Requisition No:</b> _____ <b>Specification No:</b> _____</p> <p><b>PO No:</b> _____ <b>Modification No:</b> _____</p> <p><b>Contract Liaison:</b> Aurelio Garcia</p> <p><b>Telephone:</b> 773 462-7314</p> <p><b>Email:</b> aurelio.garcia@cityofchicago.org</p> <p><b>Project / Program Manager:</b> Castalia Serna</p> <p><b>Telephone:</b> 312 261-0189</p> <p><b>Email:</b> castalia.serna2@cityofchicago.org</p> <p><b>Check One:</b> <input checked="" type="checkbox"/> <b>New Contract Request</b></p> <p><small>*By signing below, I attest the estimates provided for this contract are true and accurate.</small></p> <p><small>*Project / Program Manager Signature</small> Castalia Serna <i>Castalia Serna</i></p> <p><small>*Commissioner Authorized Designee Signature</small> <i>Rubén</i> FEB 05 2019</p>	<p>For Blanket Agreements, the lead department must consult with other departments who may want to participate in the Blanket Agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li><b>Funding:</b> Attach information if multiple funding lines</li> <li><b>Individual Contract Services:</b> Include approval form signed by all parties</li> <li><b>ITGB:</b> IT project valued at \$100,000.00 or more, attach approval transmittal sheet.</li> </ol> <p style="text-align: right;"><small>*Contract Liaison Signature</small> <i>[Signature]</i></p> <p style="text-align: right;"><small>*By signing this form, I attest that all information provided is true and accurate.</small></p> <p><b>Project Title:</b> AlcLEAR - Travel Document Checker Services at O'Hare and Midway International Airports</p> <p><b>Project Description:</b> AlcLEAR will provide initial Travel Document Checker (TDC) services at both City Airports. The TDC services will be available to member who subscribe and will expedite TSA pre-check services. AlcLEAR in turn will pay the City of Chicago an annual MAG plus a 12.5% of revenues.</p> <p><b>Funding:</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> Corporate</td> <td><input type="checkbox"/> Bond</td> <td><input type="checkbox"/> Enterprise</td> <td><input type="checkbox"/> Grant</td> <td><input checked="" type="checkbox"/> Other:</td> </tr> <tr> <td><input type="checkbox"/> IDOT/Transit</td> <td><input type="checkbox"/> IDOT/Highway</td> <td><input type="checkbox"/> FHWA</td> <td><input type="checkbox"/> FTA</td> <td><input type="checkbox"/> FAA</td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>LINE</th> <th>FY</th> <th>FUND</th> <th>DEPT</th> <th>ORGN</th> <th>APPR</th> <th>ACTV</th> <th>PROJECT</th> <th>RPTG</th> <th>ESTDOLLAR AMOUNT</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p><b>Purchase Order Type:</b></p> <p><input type="checkbox"/> Blanket/Purchase Order (DUR)  <input type="checkbox"/> Master Consultant Agreement (Task Order)  <input checked="" type="checkbox"/> Standard/One-Time Purchase</p> <p><b>Procurement Method:</b></p> <p><input type="checkbox"/> Bid <input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> RFI  <input type="checkbox"/> Small Order</p> <p><b>Special Approvals Required:</b></p> <p><input type="checkbox"/> Emergency  <input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB)  <input type="checkbox"/> Request for Individual Contract Services  <input type="checkbox"/> Information Technology Governance Board (ITGB)  <input type="checkbox"/> IDOT Concurrence</p> <p><b>Purchase Order Information:</b></p> <p><b>Contract Term (No. of Months):</b> 60</p> <p><b>Extension Options (Rate of Recurrence):</b> _____</p> <p><b>Estimated Spend/Value:</b> \$ _____</p> <p><b>Grant Commitment / Expiration Date:</b> _____</p> <p><b>Pre-Bid/Submittal Conference:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> Mandatory <input type="checkbox"/> Site Visit</p> <p><b>Contract Type:</b></p> <p><input type="checkbox"/> Architect Engineering <input type="checkbox"/> Commodity <input type="checkbox"/> Construction <input type="checkbox"/> JOC <input type="checkbox"/> SBI  <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Revenue Generating <input type="checkbox"/> Vehicle &amp; Heavy Equipment  <input type="checkbox"/> Work Service <input type="checkbox"/> Joint Procurement <input type="checkbox"/> Reference Contract</p> <p><b>Modification or Amendment</b></p> <p><b>Modification Information:</b></p> <p><b>PO Start Date:</b> _____</p> <p><b>PO End Date:</b> _____</p> <p><b>Amount (Increase/Reduction):</b> _____</p> <p><b>MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)</b></p> <p><input type="checkbox"/> Full Compliance <input checked="" type="checkbox"/> Contract Specific Goals  <input type="checkbox"/> No Stated Goals <input type="checkbox"/> Waiver Request</p> <p><input type="checkbox"/> Risk Management / EDS / IDOT</p> <p><b>Insurance Requirements (included)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>EDS Certification of Filing (included)</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>IDOT Concurrence (required)</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>Safety Enhancing Vehicle Equipment (MCC 2-92-597) Yes__No__</b></p> <p><b>Modification/Amendment Type:</b></p> <p><input type="checkbox"/> Time Extension <input type="checkbox"/> Scope Change/Price Increase /Additional Line Item(s)  <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Requisition Encumbrance Adjustment  <input type="checkbox"/> Other (specify): _____</p> <p><b>Vendor Information</b></p> <p><b>Name:</b> AlcLEAR</p> <p><b>Contact:</b> Matthew Leusin</p> <p><b>Address:</b> 620 Fifth Ave. 12th fl., New York 10019</p> <p><b>E-mail:</b> matt@clearme.com</p> <p><b>Phone:</b> (212) 223-5056</p>	<input type="checkbox"/> Corporate	<input type="checkbox"/> Bond	<input type="checkbox"/> Enterprise	<input type="checkbox"/> Grant	<input checked="" type="checkbox"/> Other:	<input type="checkbox"/> IDOT/Transit	<input type="checkbox"/> IDOT/Highway	<input type="checkbox"/> FHWA	<input type="checkbox"/> FTA	<input type="checkbox"/> FAA	LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT																														
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*CSB*

SCOPE OF SERVICES - CLEAR  
CHICAGO O'HARE AND MIDWAY INTERNATIONAL AIRPORTS

- (1) CLEAR will establish dedicated CLEAR lanes, which include biometric verification lanes and in many cases enrollment stations, at locations mutually determined by CLEAR and the Airports. CLEAR's technology automates the TSA Travel Document Checker function at the airport's security checkpoints.
- (2) CLEAR will staff its operations with a manager and a team of ambassadors trained in CLEAR enrollment, verification, sales and other operational procedures.
- (3) CLEAR shall furnish, install and integrate verification stations at airport security checkpoints for expediting passenger screening and enrollment and customer service stations for travelers to sign-up for or inquire about the Registered Traveler services. CLEAR will be responsible for furnishing, installing, constructing as necessary, and integrating such stations.
- (4) CLEAR shall assume all costs related to the described responsibilities to conduct Registered Traveler operations, including services, equipment, personnel, facilities, and removal of equipment and related materials when operations are terminated at a site.
- (5) CLEAR shall ensure all of its employees obtain and display an Airport identification badge issued by the Airport badging office.
- (6) The Airports and CLEAR will collaborate to determine the hours of operation of the Registered Traveler Service at the Airports. The objective will be to maximize customer accommodation. Following establishment of operating hours CLEAR agrees that it will accommodate all reasonable operating hour requests presented by the Airports.
- (7) Catchment Area includes the full State of Illinois, the portion of Iowa situated closer to O'Hare than Minneapolis Saint-Paul Airport (MSP), and a radius of 75 miles from Zip Code 60642 (the midway point between Midway and O'Hare), provided that the 75 mile radius reduces to half the distance between Milwaukee or Indianapolis when such airports open.
- (8) CLEAR shall pay the Chicago Department of Aviation a Minimum Annual Guarantee and a percentage of Revenue Share as follows:

Midway MAG	\$100,000
O'Hare MAG	\$225,000
O'Hare MAG (partial presence)	\$100,000

Revenue Share  
12.5% revenue share.

Prepared by: 

Date: 2/14/19



Spec. 1043258



Req. 265390

**CHICAGO DEPARTMENT OF AVIATION**  
**CITY OF CHICAGO**

To: Shannon E. Andrews  
Chief Procurement Officer

Attention: Monica Jimenez  
First Deputy Procurement Officer

From:

  
\_\_\_\_\_  
Jamie L. Rhee  
Commissioner 

Date: FEB 05 2019

Subject: Request for new Non-DPS Concessions Agreement - Non-Competitive Bid Contract with Alclear at Chicago - O'Hare International and Midway International Airports for Travel Document Checker (TDC) Services

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We are requesting that the City enter into a new non-competitive bid contract with Alclear to provide certain services, as described in the attached Scope of Services, in accordance with applicable requirements and standards, on behalf of the Chicago Department of Aviation (CDA). Once approval is given to the CDA by the Non-Competitive Review Board (NCRB), the CDA will submit a proposal to the Aviation Committee to have the concessions agreement approved by the full city council.

The CDA, in conjunction with our airline partners determined a need to improve initial TDC review for the traveling public. Transportation Security Administration (TSA) currently has precheck services which allows for some increased time saving for a portion of the traveling public. However, with the Alclear biometric process, there is an additional time savings, for those who register for the biometric access.



Through research, it has been determined that Alclear is the only TSA approved TDC service. TSA has also indicated that Alclear is the only currently approved TDC provider, as per the attached email. CDA has found that San Francisco International Airport (SFO) issued an RFQ for the required services and only received one response. The only response received by SFO was from Alclear. The following are airports in the United States that have non-competitive concessions lease agreements with Alclear to serve as TDC:

1. Dallas Fort Worth International Airport (2012)
2. Norman Y. Mineta San Jose International Airport (2013)
3. San Antonio International Airport (2013)
4. William P. Hobby Airport (2013)
5. George Bush Intercontinental Airport (2013)
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15. Minneapolis-St. Paul International Airport (2017)
16. Hartsfield-Jackson Atlanta International Airport (2017)
17. Los Angeles International Airport (2017)
18. Salt Lake City International Airport (2017)
19. Dallas Love Field Airport (2017)
20. Phoenix Sky Harbor International Airport (2018)
21. Fort Lauderdale-Hollywood International Airport (2018)
22. Louis Armstrong New Orleans International Airport (2018)

Currently, Alclear is the only TSA approved company that can provide the required services. The initial contract period will be for 5 years. CDA will issue an RFP/RFQ after the initial contract period, if more than one firm is approved by TSA to provide these services.

Alclear anticipates hiring 60 ambassadors for Chicago O'Hare International Airport (ORD) and 20 ambassadors for Chicago Midway International Airport. Alclear's human resources team will post positions on local job boards. Advertising will include Indeed.com and Glassdoor.com targeted to the Chicago metropolitan area. Alclear will also post positions on its company job board located at [clearme.com/careers](http://clearme.com/careers). Concurrently, Alclear will send a field recruitment team to meet with local talent to conduct interviews and hiring events to spread job awareness.

Alclear agrees to share revenue with CDA at a rate of 12.5% of Gross Revenues, along with paying a Minimum Annual Guarantee (MAG) of:

Midway MAG	\$100,000
O'Hare MAG	\$225,000
O'Hare MAG (partial presence)	\$100,000

The CDA has attached the following items in support of this request:

- Completed DPS checklist
- Justification for Non-Competitive Procurement Form ( See application for CDA employees attending NCRB meeting.)
- Scope of Services
- Letter from Alclear indicating they are the sole approved provider of services
- Letter from Alclear requesting no stated ACDBE goals
- Insurance Certificate from Alclear
- EDS from Alclear

If you have any questions or need additional information regarding this request, please contact Aurelio Garcia at (773) 462-7314.

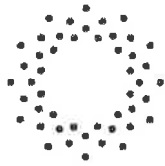
Thank you for your assistance in this matter.

Duration: 5 year new contract.

Total MAG Revue:

Midway MAG	\$100,000
O'Hare MAG	\$225,000
O'Hare MAG (partial presence)	\$100,000

Share of Gross Revenue: 12.5%



# CLEAR

February 1, 2019

Aurelio Garcia  
Attorney – Legal/Contracts  
Department of Aviation  
City of Chicago  
10510 W. Zemke Road  
Chicago, IL 60666

Dear Mr. Garcia,

Alclear, LLC (CLEAR) is proud to be the only provider qualified and able to provide Registered Traveler services at Chicago airports:

1. CLEAR is the only private entity authorized by TSA to automate the travel document process.
2. CLEAR is the only company operating at airports under TSA's Registered Traveler program.
3. CLEAR is the only Registered Traveler program that has received SAFETY Act certification from the Department of Homeland Security as a Qualified Anti-Terrorism Technology and included on DHS's 'Approved Products List'.
4. CLEAR has over 3,000,000 registered members nationwide and has completed over 25,000,000 identity verifications at our nation's airports.
5. CLEAR operates in 27 of the busiest airports in the country and at numerous MLB, NBA and NFL sports stadiums.

Because CLEAR is the only Registered Traveler service provider, almost all of our procurements have been sole source agreements with our airport partners. Since 2010, 22 out of 27 airports that launched CLEAR did so through a sole source process. These airports are as follows:

- Dallas Fort Worth International Airport (2012)
- Mineta San Jose International Airport (2013)
- San Antonio International Airport (2013)
- William P. Hobby Airport (2013)
- George Bush Intercontinental Airport (2013)
- McCarran International Airport (2014)
- Miami International Airport (2014)
- Austin-Bergstrom International Airport (2015)
- Seattle-Tacoma International Airport (2016)
- Metropolitan Washington Airports Authority (Dulles and Reagan) (2016)

- Detroit Metropolitan Airport (2016)
- Port Authority of New York/New Jersey (LaGuardia and JFK) (2016)
- Minneapolis-St. Paul International Airport (2017)
- Hartsfield-Jackson Atlanta International Airport (2017)
- Los Angeles International Airport (2017)
- Salt Lake City International Airport (2017)
- Dallas Love Field Airport (2017)
- Phoenix Sky Harbor International Airport (2018)
- Louis Armstrong New Orleans International Airport (2018)
- Fort Lauderdale Hollywood International Airport (2018)

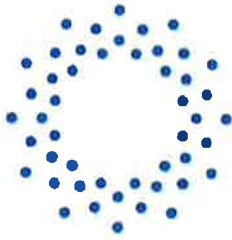
Attached to this letter are 3 examples of public resolutions provided to CLEAR confirming the sole source nature of the procurement of CLEAR's Registered Traveler Program.

Please do not hesitate to let me know if you require any further information.

Best regards,

A handwritten signature in black ink that reads "Matt Levine". The signature is written in a cursive, slightly slanted style.

Matt Levine  
General Counsel and Chief Privacy Officer



## CLEAR®

**To:** Chicago Department of Aviation  
**From:** CLEAR  
**Re:** Proposal for Registered Traveler Services at O'Hare and Midway  
**Date:** January 30, 2019

Below please find CLEAR's proposal for operating our services at Chicago O'Hare International Airport and Chicago Midway International Airport.

Please do not hesitate to let us know if you have any questions or comments. Thank you.

### 1. Revenue Share

12.5% of Gross Revenues. This matches our highest revenue share agreement nationwide (SFO). "Gross Revenues" is defined as amounts paid to CLEAR for CLEAR members who enroll in our service with addresses within the Catchment Area. Catchment Area is defined below. Standard exclusions for refunded amounts, taxes, discounts, etc.

### 2. Catchment Area

We propose a catchment area that includes:

- (a) the full State of Illinois;
- (b) the portion of Iowa situated closer to O'Hare than MSP, and
- (c) a radius of 75 miles from Zip Code 60642 (the midway point between Midway and O'Hare), provided that the 75 mile radius reduces to half the distance between Milwaukee or Indianapolis if CLEAR launches at one of these airports.

### 3. Minimum Annual Guarantee

We propose a minimum annual guarantee structure that varies depending on our operational footprint at the Chicago airports, as follows:

Midway MAG	\$100,000
O'Hare MAG	\$225,000
O'Hare MAG (partial presence)	\$100,000

**4. Term**

Five years

**5. Locations**

O'Hare: Terminal 1: All three checkpoints. Three CLEAR lanes  
Terminal 2: Main checkpoint. One CLEAR lane.

Midway: Main Terminal: One CLEAR lane.

**6. Scope of Services**

CLEAR operates a Registered Traveler Program. We automate the travel document checker, or TDC, function, at airport checkpoints. This includes dedicated CLEAR lanes and biometric enrollment and verification stations. We will provide all technology, management and a team of badged ambassadors trained in TSA approved checkpoint protocols.

**7. Expenses**

We will assume all costs related to our operations.

**8. Hours of Operation**

CLEAR will collaborate with each airport to determine the hours of operation. The objective will be to maximize customer accommodation and satisfaction. Following establishment of operating hours CLEAR will accommodate all reasonable operating hour requests presented by an airport.

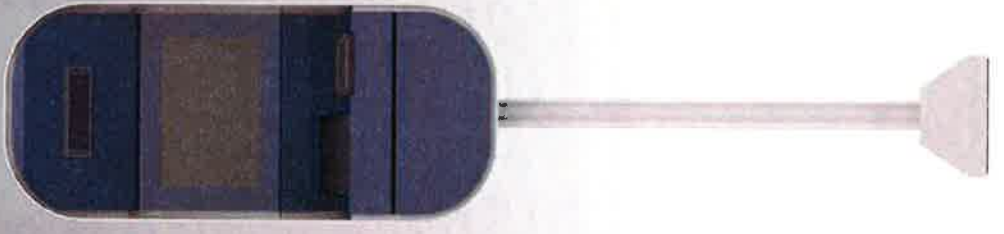
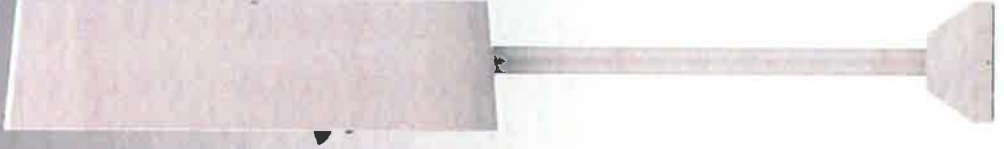
**9. ASP Amendment**

CLEAR shall conduct its operations only in accordance with and after TSA approval of an amendment to the Airport Security Plan ("ASP Amendment").

Very truly yours,

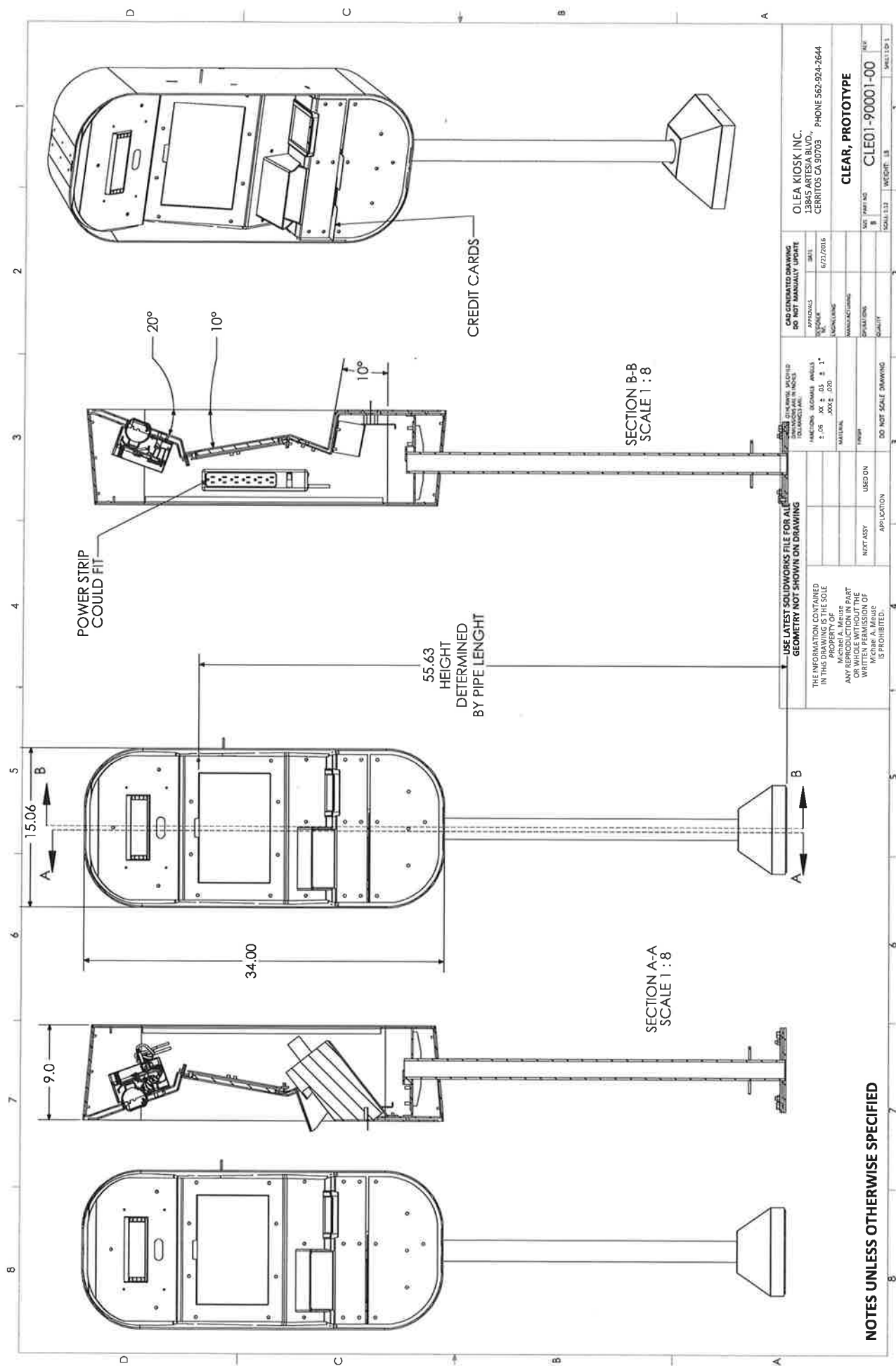


Matt Levine  
General Counsel and Chief Privacy Officer



**Clear "Hardy"**  
 Date: JUNE 10, 2016 | Model: CLE216183 | Design by: Olea Inc.

All original designs, concepts, and ideas, whether developed or registered in the past, are the sole property of Olea Inc. and were developed solely for the use of Olea Inc., and intended to be used only as the solution for which they were created. These are confidential materials furnished to the recipient prior to engineering. Reproduction or any other use without the prior written approval of the manufacturer is prohibited. Any other reproduction or any other disclosure by whatever means of these designs, concepts, and ideas, whether developed or registered in the past, are the sole property of Olea Inc.



POWER STRIP  
COULD FIT

CREDIT CARDS

55.63  
HEIGHT  
DETERMINED  
BY PIPE LENGTH

SECTION B-B  
SCALE 1 : 8

SECTION A-A  
SCALE 1 : 8

USE LATEST SOLUTIONS FILE FOR ALL GEOMETRY NOT SHOWN ON DRAWING		USE LATEST SOLUTIONS FILE FOR ALL GEOMETRY NOT SHOWN ON DRAWING	
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MICHAEL A. MESSER ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF MICHAEL A. MESSER IS PROHIBITED.		THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MICHAEL A. MESSER ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF MICHAEL A. MESSER IS PROHIBITED.	
APPROVALS DATE: 06/21/2016 DRAWING NO.: 0022-2303 PROJECT NO.: 0022-2303	DESIGNER: [blank] CHECKER: [blank] DATE: 06/21/2016	TITLE: [blank] DATE: 06/21/2016	PROJECT NO.: 0022-2303
MANUFACTURING OPERATIONS QUALITY	MATERIAL: [blank] FINISH: [blank]	MANUFACTURING OPERATIONS QUALITY	MATERIAL: [blank] FINISH: [blank]
NEXT ASST APPLICATION	USED ON	NEXT ASST APPLICATION	USED ON
OLEA KIOSK, INC. TABLET KIOSK CERRITOS CA 90705 PHONE 562-924-2644		OLEA KIOSK, INC. TABLET KIOSK CERRITOS CA 90705 PHONE 562-924-2644	
CLEAR, PROTOTYPE		CLEAR, PROTOTYPE	
SCALE 1:1 SHEET 13	SCALE 1:1 SHEET 13	SCALE 1:1 SHEET 13	SCALE 1:1 SHEET 13

NOTES UNLESS OTHERWISE SPECIFIED



Ø 2.0 X 3/16"  
OR 1/4" WALL

4X FLEXTURE  
TO CLAMP  
POST ASM  
DOWN

4X GUSSETS

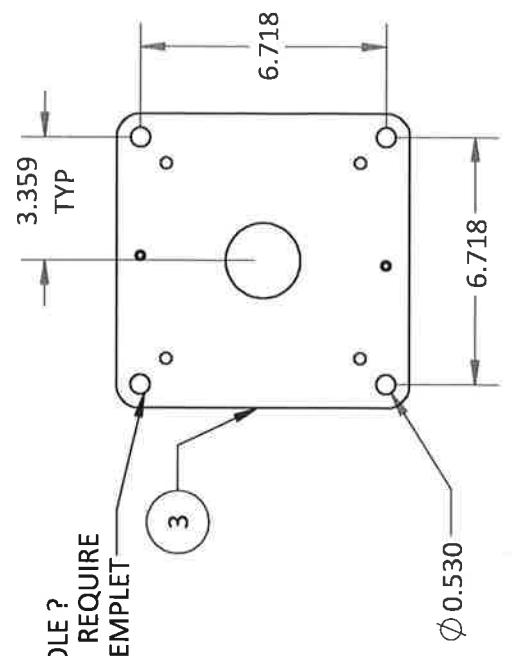
1/4-20" CLAMPING NUT  
ON UPPER PLATE  
LOOSEN 4 7/16" HEX NUTS  
GRAB GUSSETS AND  
ROTATE

3/8" MOUNTING BOLT  
NUTS FOR STUDS IN  
FLOOR (GUESS)

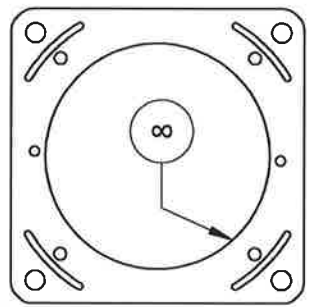
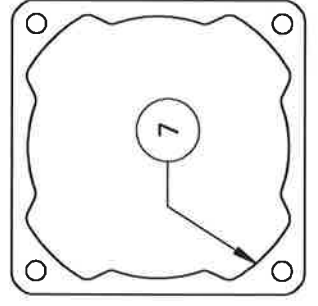
2X 1/4" PEM  
TPS IS STOP

WELDED  
ASM

TOP 2 PLATES  
MISS FOR  
CLARITY  
UNIT IS  
REVERSABLE



UP TO A 1/2 BOLT HOLE ?  
AS ZONING & CODES REQUIRE  
WE COULD SUPPLY TEMPLAT





January 30, 2019

Aurelio Garcia  
Attorney – Legal/Contracts  
Department of Aviation  
City of Chicago  
10510 W. Zemke Road  
Chicago, IL 60666

Dear Mr. Garcia,

The purpose of this letter is to provide you and your colleagues with additional information related to CLEAR and any ACDBE Participation requirements we encounter at our airports.

CLEAR utilizes contractors and subcontractors at our locations for the initial build out as well as reconfigurations related to cabling (electric and data). Typically these jobs require one to three weeks of work. In Chicago we would envision hiring contractors and subcontractors to perform this work at both O'Hare and Midway. We commit to using contractors and subcontractors that meet the criteria to be categorized as DBE or MBE at both locations. We have received local recommendations to date for third parties satisfying these criteria and plan to move to contract as soon as possible.

Please note that we do not use third party subcontractors to recruit our teams for, or perform, our Registered Traveler operations at the airports where we operate. CLEAR performs a crucial security function at each location where we operate, and we have strict background criteria we utilize to ensure we are hiring a skilled and capable workforce. We believe strongly that it is our responsibility to ensure that our operations teams align with our commitment as a Registered Traveler program and provide the highest level of security. We utilize lessons learned through 27 prior airport launches to ensure we meet our own stringent criteria for success.

CLEAR anticipates hiring 80 team members for Chicago operations: 60 team members in Chicago O'Hare International Airport (ORD) and 20 team members for Chicago Midway International Airport (MDW). CLEAR's human resources team and field recruitment teams will meet with local talent to conduct interviews and hiring events to spread job awareness. We will find local talent additionally by posting positions on local job boards. Advertising will include Indeed.com and Glassdoor.com targeted to the Chicago metropolitan area. CLEAR will also post positions on our company job board located at [clearme.com/careers](http://clearme.com/careers).

We would very much welcome the opportunity to collaborate with you and serve the Chicago community. Please let me know if we can provide you with any additional information.

Very truly yours,

A handwritten signature in blue ink that reads "Matt Levine".

Matt Levine  
General Counsel and Chief Privacy Officer



**SCHEDULE C**  
**MBE/WBE Letter of Intent to**  
**Perform as a Subcontractor to the Prime Contractor**

**FOR  
CONSTRUCTION  
PROJECTS ONLY**

**NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.**

Project Name: CLEAR Registered Traveler Program Specification No.: N/A

From: CABLE COMMUNICATIONS INCORPORATED  
 (Name of MBE/WBE Firm)

To: Alclear, LLC and the City of Chicago.  
 (Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

Install 14 CLEAR verification kiosks and 10 enrollment kiosks between the 4 checkpoints located in Terminals 1 and 2 in ORD. Pull 4 home run circuits to be utilized the verification and enrollment kiosks. Pull 4 home run data cables to be used by the verification and enrollment kiosks. SOW includes floor scans, core drilling, and anchoring of verification and enrollment kiosks as agreed upon by participating stakeholders

The above described performance is offered for the following price and described terms of payment:

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>
Power and data conduit runs	TBD based on footprint approvals	\$50,000
Kiosk installation / core drilling	TBD based on footprint approvals	\$50,000
*Note: All work described in this section would be performed by MBE or WBE entities		

Subtotal: \$ \$100,000  
 Total @ 100%: \$ \$100,000  
 Total @ 60% (if the undersigned is performing work as a regular dealer): \$ N/A

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.**

_____ (If not the undersigned, signature of person who filled out this Schedule C)	1/31/2019 (Date)
Matt Levine, General Counsel and Chief Privacy Officer	Alclear, LLC
_____ (Name/Title-Please Print)	_____ (Company Name-Please Print)
TBD	TBD
_____ (Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)	_____ (Date)
CABLE COMMUNICATIONS INCORPORATED	TBD
_____ (Name/Title-Please Print)	



**FOR  
CONSTRUCTION  
PROJECTS ONLY**

## SCHEDULE C

### MBE/WBE Letter of Intent to Perform as a 2<sup>nd</sup> Tier Subcontractor to the Prime Contractor

Project Name: CLEAR Registered Traveler Program Specification No.: TBD

From: CABLE COMMUNICATIONS INCORPORATED  
(Name of MBE/WBE Firm)

To: TBD  
(Name of 1<sup>st</sup> Tier Contractor)

To: Alcear, LLC and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above described performance is offered for the following price and described terms of payment:

Pay Item No./Description	Quantity/Unit Price	Total
NA		

Subtotal: \$ NA

Total @ 100%: \$ NA

Total @ 60%: \$ NA

**Partial Pay Items**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No./Description	Quantity/Unit Price	Total
NA		

Subtotal: \$ NA

Total @ 100%: \$ NA

Total @ 60%: \$ NA

## SCHEDULE C (Construction)

MBE/WBE Letter of Intent to Perform as a SUPPLIER

Project Name: CLEAR Registered Traveler Program Specification Number: TBD  
 From: CABLE COMMUNICATIONS INCORPORATED  
 (Name of MBE or WBE Firm)  
 To: Aclear, LLC and the City of Chicago:  
 (Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer". 60% participation is credited for the use of a MBE or WBE "regular dealer".

The undersigned is prepared to supply the following goods in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Pay Item No. / Description	Quantity / Unit Price	Total
TBD	TBD	TBD
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Line 1: Sub Total:	\$ TBD
	Line 2: Total @ 100%:	\$ TBD
	Line 3: Total @ 60%:	\$ TBD

**Partial Pay Items.**

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No. / Description	Quantity / Unit Price	Total
TBD	TBD	TBD
_____	_____	_____
_____	_____	_____
_____	_____	_____
	Line 1: Sub Total:	\$ TBD
	Line 2: Total @ 100%:	\$ TBD
	Line 3: Total @ 60%:	\$ TBD

**SUB-SUBCONTRACTING LEVELS** - A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

TBD % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non-MBE/WBE contractors.

TBD % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE:** If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No

**NOTICE:** THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

TBD \_\_\_\_\_  
 Signature of Owner, President or Authorized Agent of MBE or WBE Date

TBD \_\_\_\_\_  
 Name /Title (Print)

TBD \_\_\_\_\_  
 Phone Number Email Address

Name of WBE	Type of Work to be Performed in accordance with Schedule Cs	Total WBE Participation in dollars	WBE Participation in percentage	Mentor Protégé Program Credit Claimed	Total WBE Participation in percentage
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
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		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

Check here if the following is applicable: The Prime Contractor intends to enter into mentor protégé agreements with certain MBEs/WBEs listed above as indicated by entries in the "Mentor Protégé Program Credit Claimed" column. Copies of each proposed mentoring program, executed by authorized representatives of the Prime Contractor and respective subcontractor, are attached to this Schedule D. The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Total MBE Participation \$ <sup>TBD</sup> \_\_\_\_\_

Total MBE Participation % (including any Mentor Protégé Program credit) <sup>TBD</sup> \_\_\_\_\_

Total WBE Participation \$ <sup>TBD</sup> \_\_\_\_\_

Total WBE Participation % (including any Mentor Protégé Program credit) <sup>TBD</sup> \_\_\_\_\_

**Total Bid \$** <sup>TBD</sup> \_\_\_\_\_

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

<sup>TBD</sup>           Matt Levine                     212 223 5056            
 (Name- Please Print or Type) (Phone)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2019

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 rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JLT Specialty USA 555 W. 5th Street, Suite 670 Los Angeles, CA 90013  www.jltus.com	<b>CONTACT NAME:</b> Jill Zanocco <b>PHONE (A/C, No, Ext):</b> 331-575-3082 <b>E-MAIL ADDRESS:</b> Jill.Zanocco@jltus.com	<b>FAX (A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Aiclear Holdings, LLC 650 Fifth Avenue, 12th Floor New York NY 10019	<b>INSURER A:</b> Illinois National Insurance Co.		23817
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 46894460**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability			02-306-36-64	10/1/2018	10/1/2019	Limit: \$5,000,000/SIR \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Chicago Department of Aviation  
 City of Chicago  
 10510 W. Zemke Rd  
 Chicago IL 60666

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

Cari Hernandez

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

## PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Chicago Department of Aviation  
One CLEAR Lane

### **A. INSURANCE REQUIRED**

Tenant must provide and maintain at Tenant's own expense, during the term of the Agreement and during the time period following expiration if Tenant is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include, but not be limited to, the following: other state endorsement, voluntary compensation and alternate employer, when applicable.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability specifically covering this Agreement (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Tenant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Tenant's acts or omissions, whether such liability is attributable to the Tenant or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Tenant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Tenant with limits of not less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside,, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property



damage. The City is to be added as an additional insureds on a primary, non-contributory basis.

Tenant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

5) Property

Tenant must maintain all-risk property insurance including improvements and betterments, in the amount of their full replacement cost. The City is to be named as an additional insured. Tenant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used.

6) Builders Risk

When Tenant undertakes any construction, including improvements, betterments, and/or repairs, the Tenant must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. The City is to be named as an additional insured and loss payee.

**B. Additional Requirements**

Evidence of Insurance. Tenant must furnish the City, Chicago Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Tenant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Tenant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Tenant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Tenant for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Tenant to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility nor does it relieve Tenant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Tenant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Tenant.

Waiver of Subrogation. Tenant hereby waives its rights and its insurer(s)' rights of subrogation and agrees to require their insurers to waive their rights of subrogation against the City under all

required insurance herein for any loss arising from or relating to this Agreement. Tenant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Tenant's insurer(s).

Tenants Insurance Primary. All insurance required of Tenant under this Agreement must be endorsed to state that Tenant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Tenant's Liabilities. The coverages and limits furnished by Tenant in no way limit the Tenant's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Tenant under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Tenant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Tenant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

Joint Venture or Limited Liability Company. If Tenant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Tenant. If Tenant desires additional coverages, the Tenant will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Tenant must name the Subcontractor(s) as a named insured(s) under Tenant's insurance or Tenant will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Tenant but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside for Commercial General Liability and Auto Liability. Tenant must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Tenant is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Tenant is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Tenant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Tenant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

## Aurelio Garcia

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**From:** Matthew Levine <matt@clearme.com>  
**Sent:** Friday, February 15, 2019 10:42 AM  
**To:** Aurelio Garcia  
**Subject:** Re: Revised agreement

Confirmed. Thank you.

On Fri, Feb 15, 2019 at 11:38 AM Aurelio Garcia <[Aurelio.Garcia@cityofchicago.org](mailto:Aurelio.Garcia@cityofchicago.org)> wrote:

Matthew – Yes, I received your minor mark ups and I believe that we are in agreement in principle with the Concessions Agreement. Please confirm if this is the case.

Cordially,

Aurelio

## Aurelio Garcia

Attorney – Legal/Contracts



10510 W. Zemke Road

Chicago, IL 60666

Telephone: (773) 462-7314

Email: [Aurelio.Garcia@CityofChicago.org](mailto:Aurelio.Garcia@CityofChicago.org)

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To find out more about Chicago's airports, how to do business with the department and ongoing community initiatives visit [www.flychicago.com](http://www.flychicago.com)*

## Aurelio Garcia

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**From:** Elizabeth Granados-Perez  
**Sent:** Friday, February 01, 2019 12:08 PM  
**To:** Aurelio Garcia  
**Subject:** FW: CLEAR

---

**From:** Pecoske, David <[David.Pecoske@tsa.dhs.gov](mailto:David.Pecoske@tsa.dhs.gov)>  
**Sent:** Friday, January 4, 2019 1:34 PM  
**To:** Phebia Hill  
**Subject:** CLEAR

Phebia – could you please forward this to the Commissioner

CLEAR is a Registered Traveler provider to TSA. The Registered Traveler program is established in law and allows TSA to certify companies to validate the identity of passengers for entrance into the TSA screening process. Participation in the Registered Traveler program is open to any company. To date, CLEAR is the only TSA-certified Registered Traveler company.

David Pecoske  
Administrator

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This e-mail, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of this e-mail (or the person responsible for delivering this document to the intended recipient), you are hereby notified that any dissemination, distribution, printing or copying of this e-mail, and any attachment thereto, is strictly prohibited. If you have received this e-mail in error, please respond to the individual sending the message, and permanently delete the original and any copy of any e-mail and printout thereof.

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Alclear, LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: \_\_\_\_\_

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))  
State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party:

65 East 55<sup>th</sup> Street, 17<sup>th</sup> Floor  
New York, NY 10022

C. Telephone: 212-223-5056 Fax: \_\_\_\_\_

Email: matt@clearme.com

D. Name of contact person:

Matt Levine

E. Federal Employer Identification No. (if you have one):

27-1733425

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

Registered Traveler Services at O'Hare and Midway Airports

G. Which City agency or department is requesting this EDS?

Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_

and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
- Limited liability company
- Publicly registered business corporation
- Limited liability partnership
- Privately held business corporation
- Joint venture
- Sole proprietorship
- Not-for-profit corporation
- General partnership
- (Is the not-for-profit corporation also a 501(c)(3))?
- Limited partnership
- Yes       No
- Trust
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes
- No
- Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name Alclear Holdings, LLC Title Managing Member

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
Alelear Holdings, LLC	65 E 55 <sup>th</sup> New York, NY 10022	100%

**SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?  Yes  No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?  Yes  No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

\_\_\_\_\_

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?  Yes  No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

\_\_\_\_\_

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
JLD Consulting Group, LLC Chicago IL 60602	77 W. Washington St. Ste. 2120	Lobbyist	\$ 205,000.00

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.



3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

None

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

None

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

None

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.** For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No                       Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Aclear, LLC

(Print or type exact legal name of Disclosing Party)

By: Matt Levine  
(Sign here)

Matt Levine

(Print or type name of person signing)

General Counsel and Chief Privacy Officer  
(Print or type title of person signing)

Signed and sworn to before me on (date) 2/1/2019,

at New York County, New York (state).

[Signature]  
Notary Public

Commission expires: 7/25/2020





**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

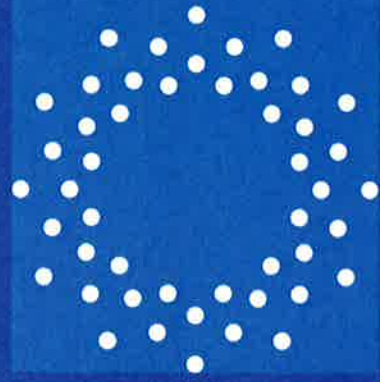
This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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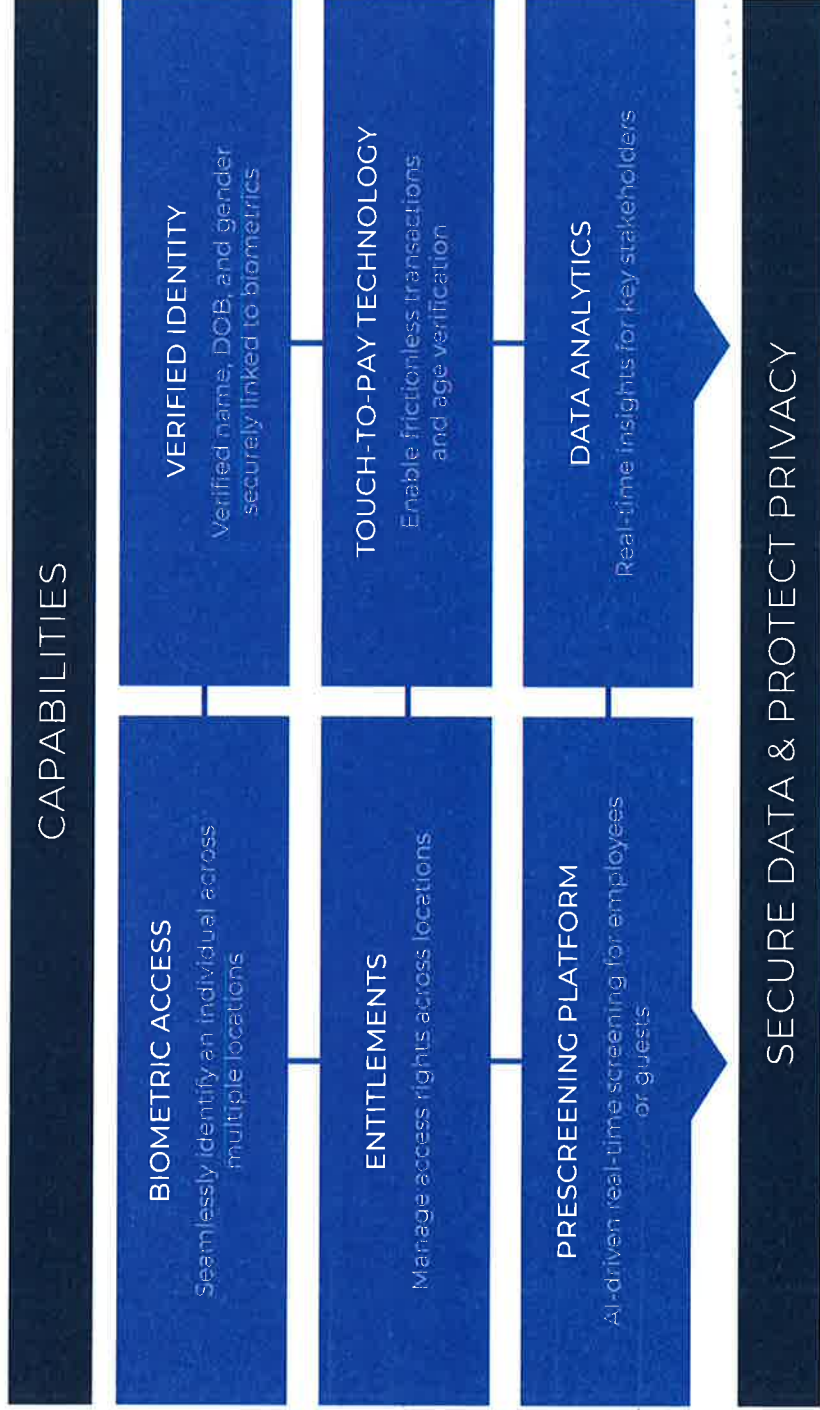
CLEAR<sup>®</sup>

Prepared for ORD  
June 2018

We make it simple to be you

by using biometrics to build a connected world  
that is smarter and more secure.

# CLEAR's Secure and Innovative Platform

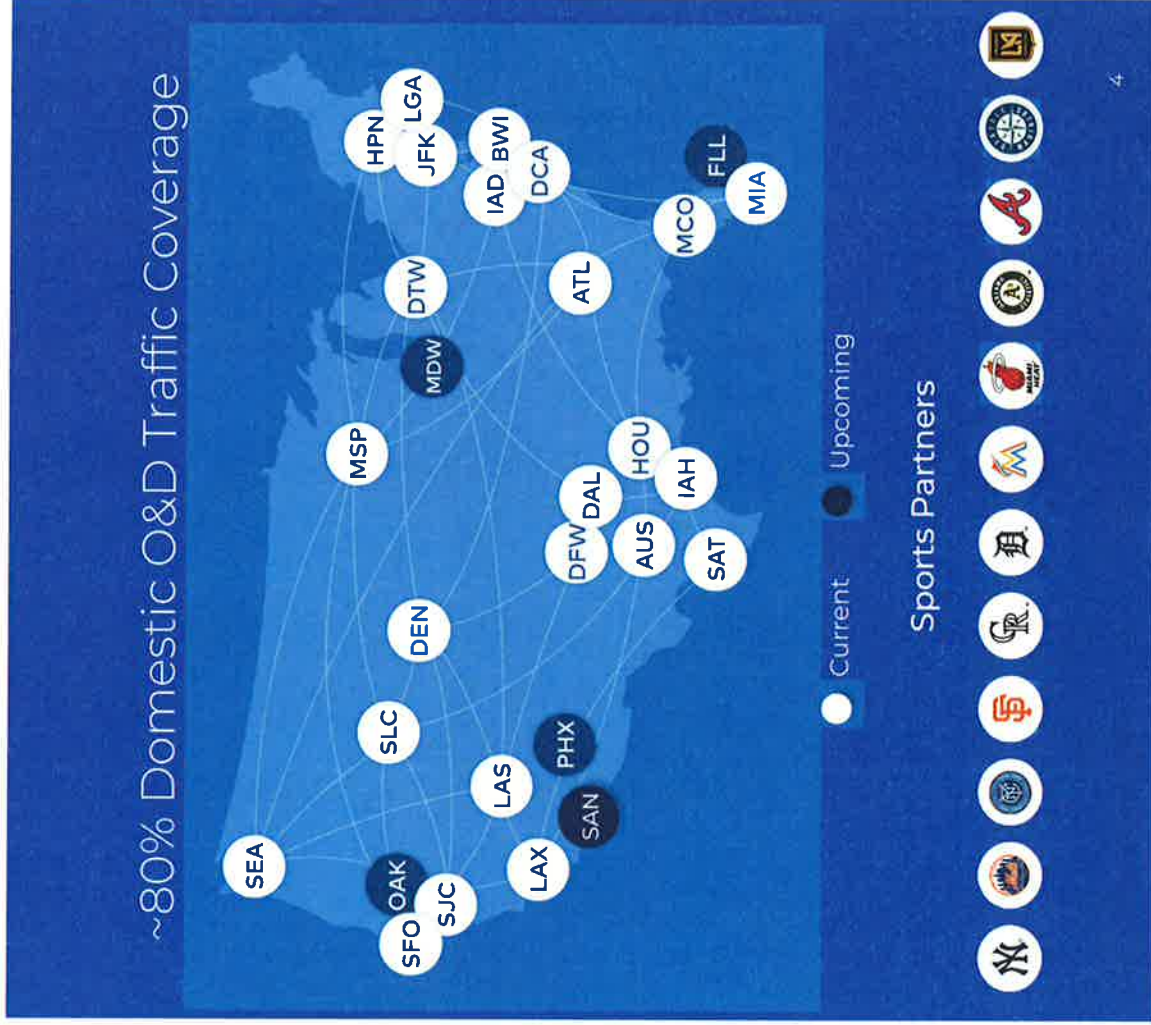


# CLEAR's Network has Hit Critical Mass

24 Airports      12 Sports Partners      +1,200 Employees

2.2MM+ Members Nationwide  
*106% year-over-year growth*

16MM+ Total Verifications      70 Net Promoter Score





# CLEAR's Technology is Trusted by DHS

CLEAR is being designated FedRAMP Moderate by the Department of Homeland Security

## Independently tested and approved by Department of Homeland Security

Our enrollment and verification process uses the **same Desko document authentication technology used by TSA**

Our fully integrated system creates a **robust audit trail for enrollment and verification**

Our biometric platform is **compliant with all relevant NIST standards**

**State-of-the-art data security:** Our customer data resides in a FedRAMP-approved Amazon Web Services cloud environment with full redundancy.



## SAFETY Act Certified by DHS

Qualified Anti-Terrorism Technology

### Approved patents

Biometric enrollment system and method

Biometric boarding pass (2)

### Patents Pending

**Bio-pay** | July 28

**Intelligent biometric gallery application** | July 28

**Biometric pre-identification** (for individuals approaching a physical station, such as a desk registration) | August 15

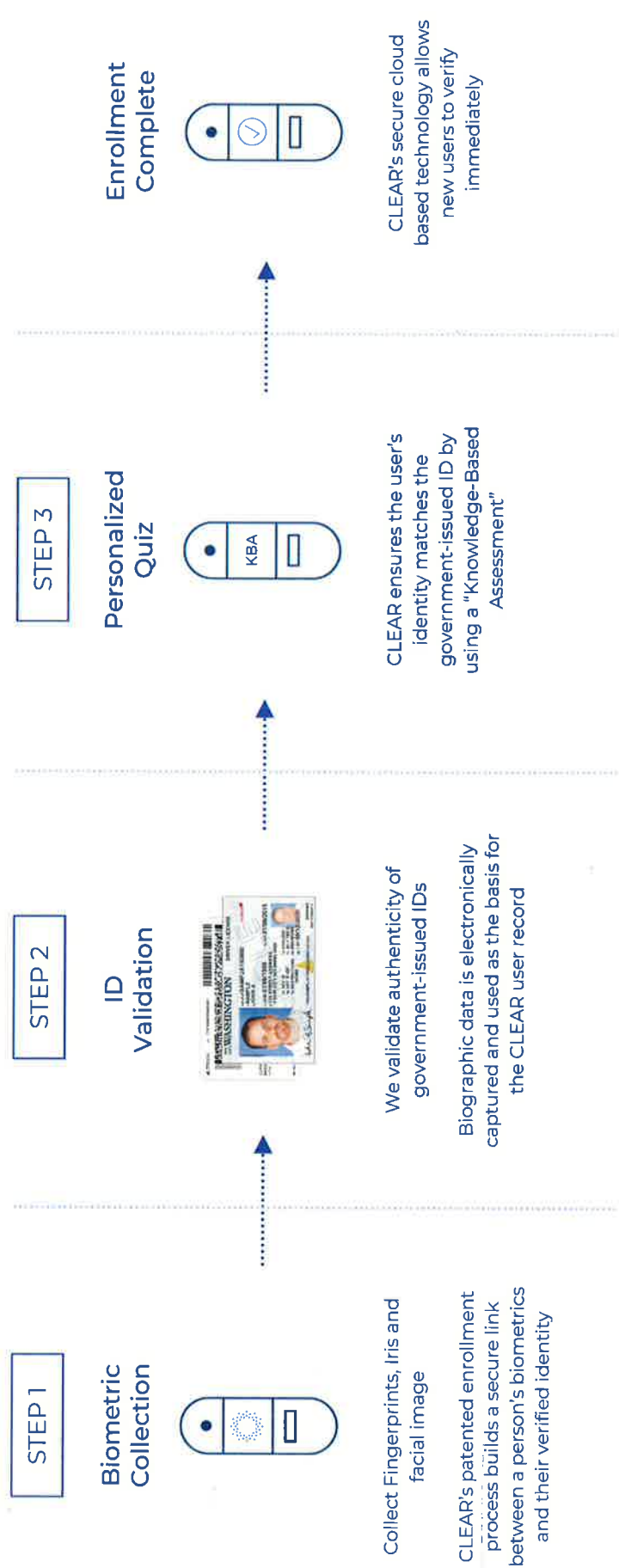
**Biometrics and the connected vehicle** | August 25

**Biometric ticketing**



# CLEAR's Secure In-Person Enrollment Process

Our patented and SAFETY Act certified enrollment process ensures CLEAR users are **who they say they are**

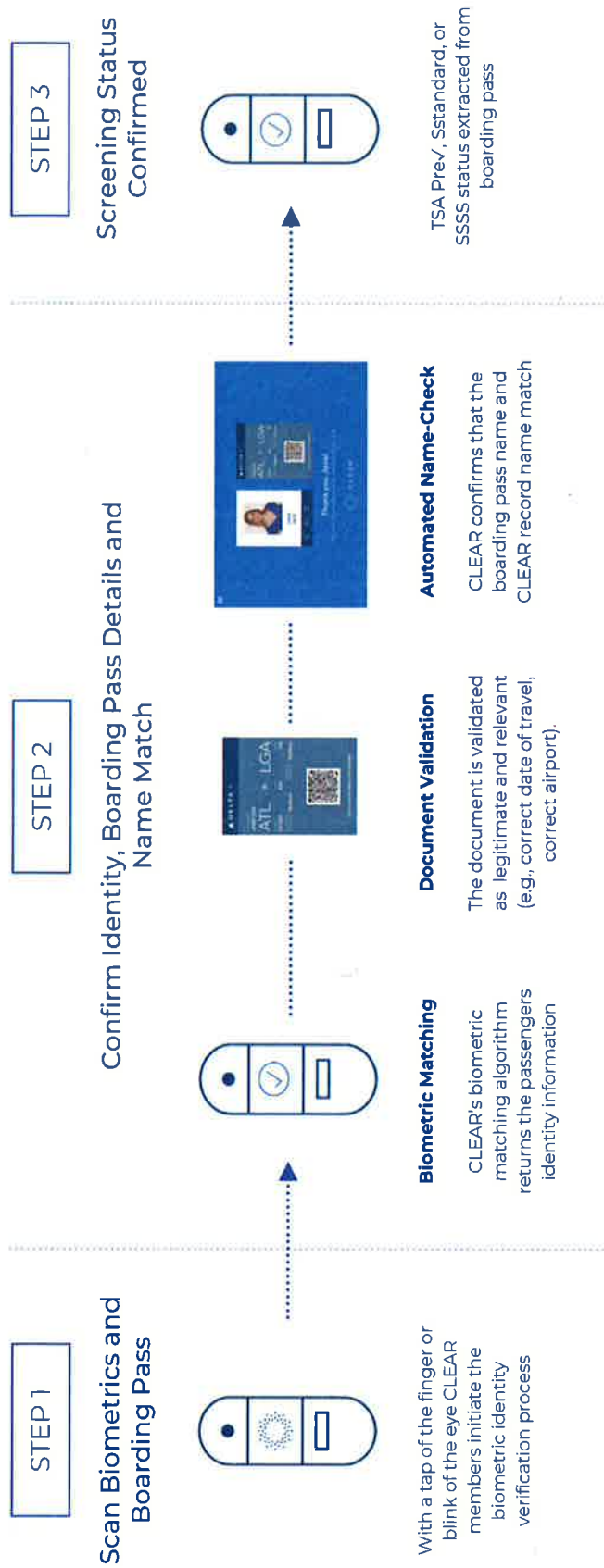


Department of Homeland Security Qualified  
Anti-Terrorism Technology



# Paper or Mobile Boarding Pass Verification Process

Automated process ensures a traveler identity matches the boarding pass and confirms boarding pass details



Less than a ½ second transaction

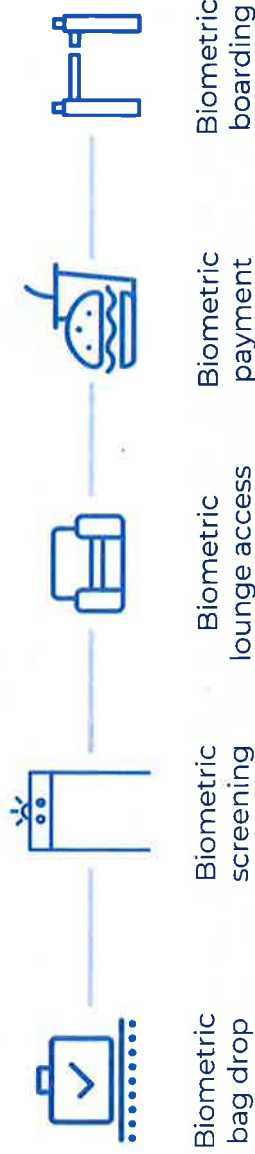


Department of Homeland Security Qualified  
Anti Terrorism Technology



# The Airport of the Future, Today

- CLEAR's **patented biometric boarding pass** solution delivers secure, frictionless curb-to-gate experiences and **improves overall customer satisfaction**
- CLEAR's **platform drives automation**, enabling employees to spend less time multitasking and **more time creating great customer experiences**
- CLEAR hold several **biometric access patents** and will achieve **FedRAMP Moderate** this month



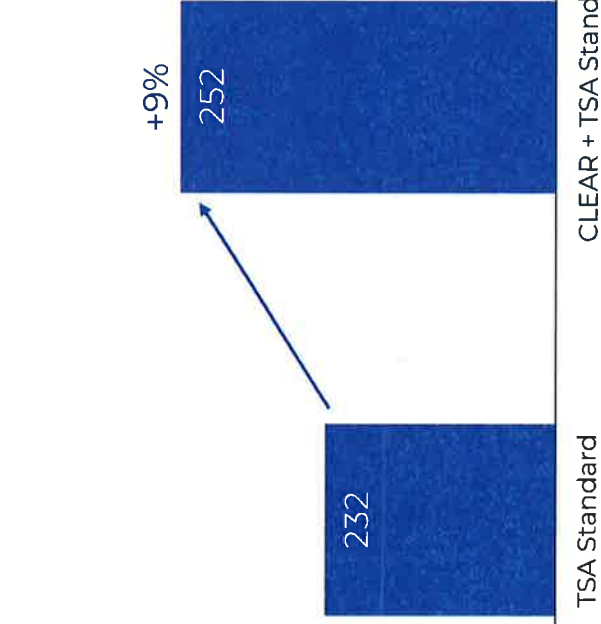
<b>DCA</b> Biometric enrollment (fingerprint)	<b>MSP</b> Biometric bag tag (fingerprint)	<b>ATL</b> Biometric lounge access (facial, fingerprint)
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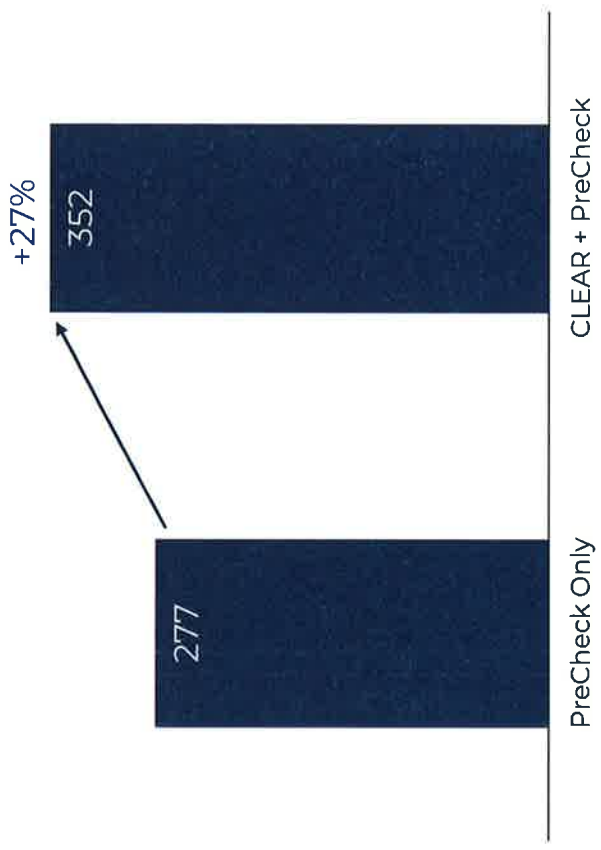
# CLEAR Speeds Up the Checkpoint for Everyone

- Checkpoints with CLEAR process significantly more volume per hour, dramatically improving the customer experience for EVERYONE
- PreCheck throughput increased by 27% and Standard throughput increased by ~10%

Standard Throughput per Hour, with & without CLEAR



PreCheck Throughput per Hour, with & without CLEAR



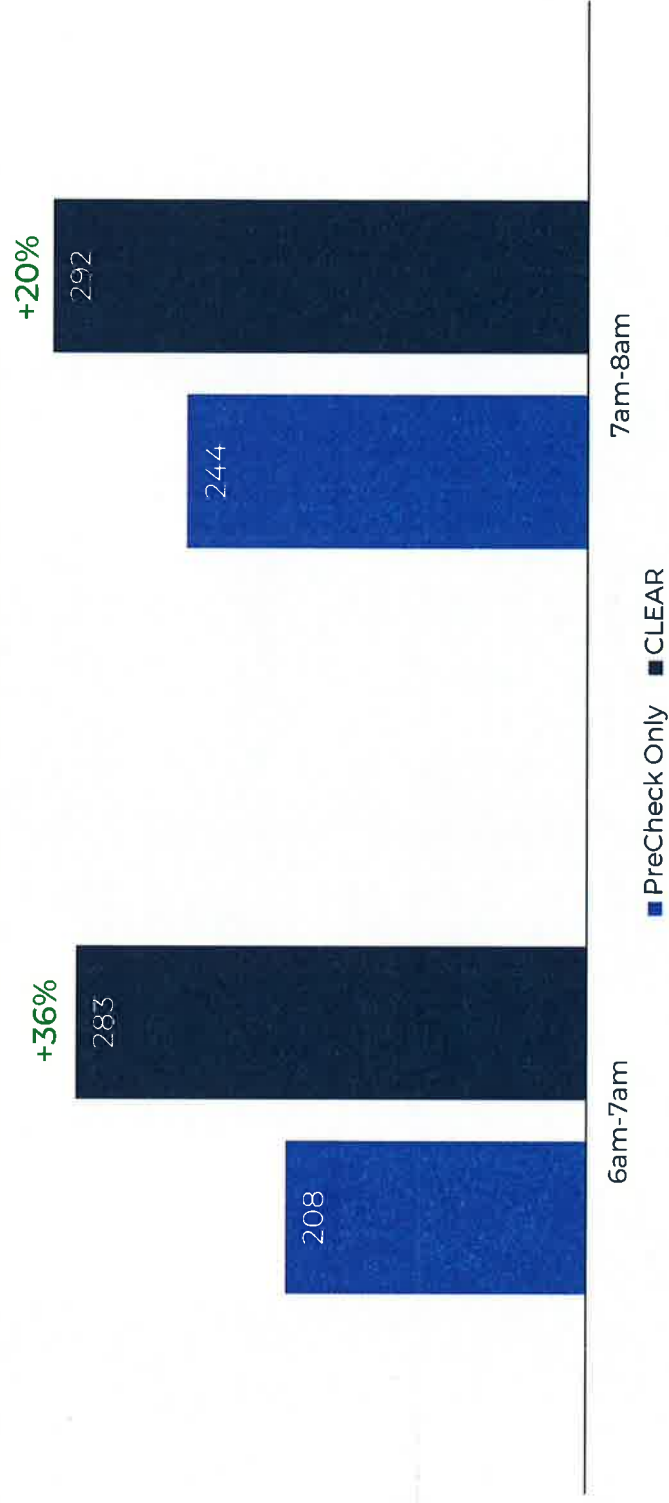
Source: IET Survey, 2018. Industrial engineering firm measured DTW and MCO over a multi-week period

# CLEAR Improves Efficiency, According to TSA

*"The (CLEAR) throughput rates achieved today on lanes one and two were significantly better than the non-CLEAR PreCheck lanes"*

-Stakeholder Manager, TSA Atlanta

CLEAR Average Hourly Throughput vs. PreCheck Only, ATL



Note: TSA study conducted at ATL on 2/19/18 - 2/20/18

# Members Love CLEAR

CLEAR's customer satisfaction ranks among the world's leading brands



**+100%**

NPS Lift for our Partners

"It's days like today that I truly value my CLEAR membership."

"I love CLEAR. I get through security in less than 5 minutes. I can't imagine life without it."

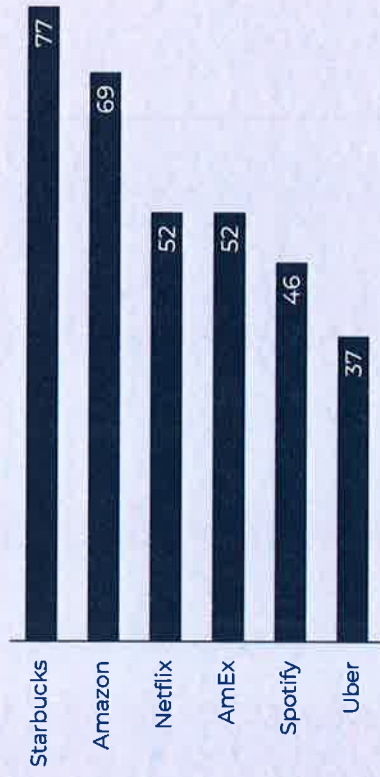
"I just made it through SFO security in 4 minutes with CLEAR."

"ROI of CLEAR is how many flights you'd miss without it."



## Net Promoter Score, Leading Brands

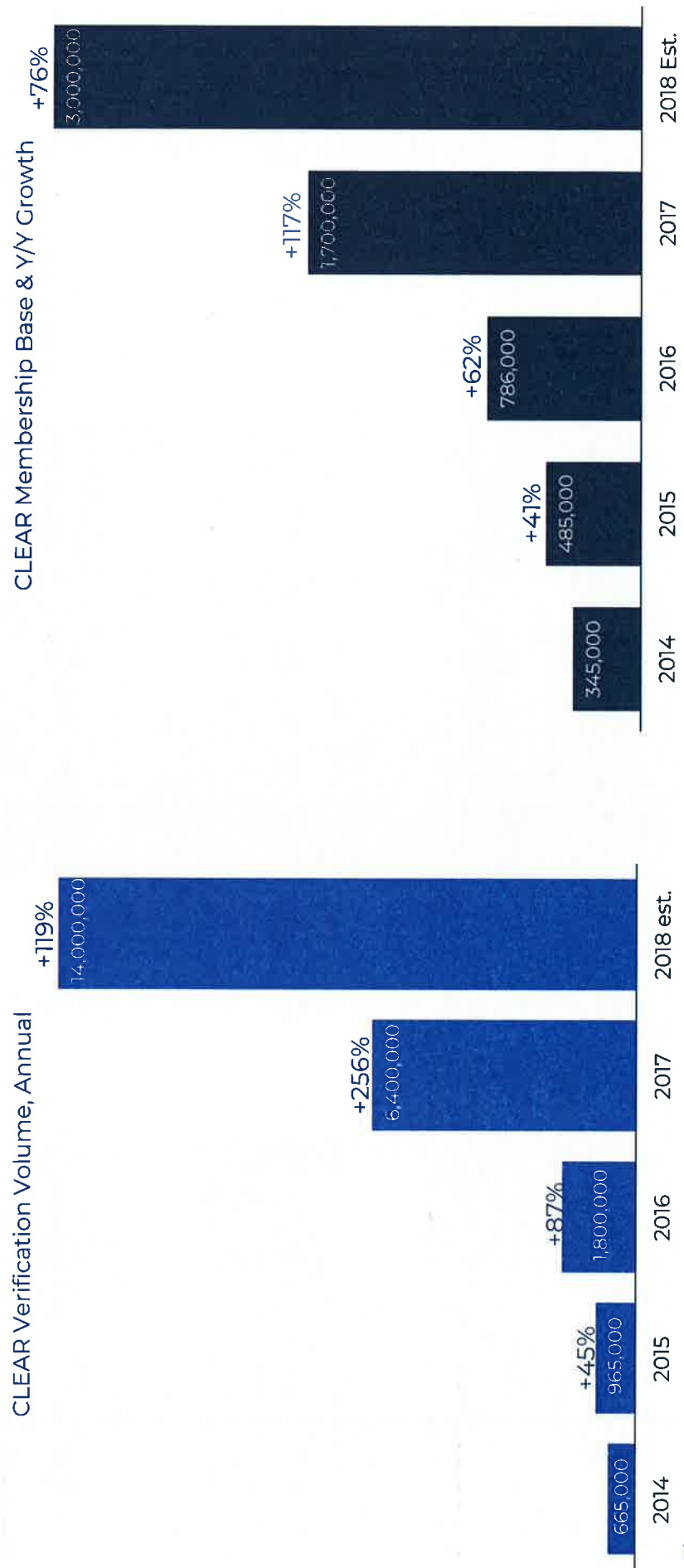
Helping to improve our partners' customer satisfaction



NPS Methodology: Promoters minus detractors percent of total responses

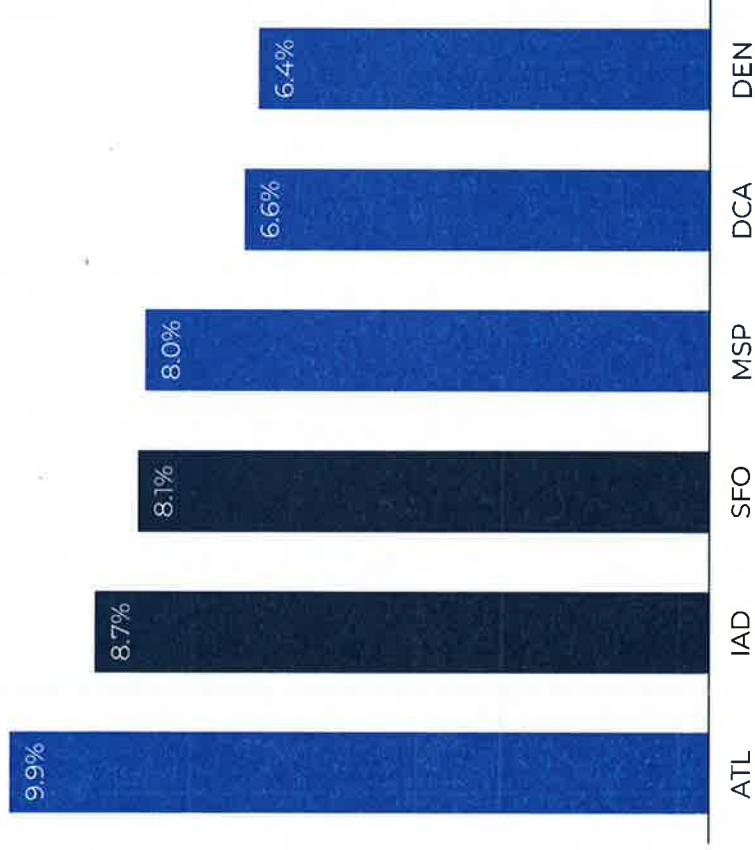
# Network Effect is Driving Rapid Scale

CLEAR will process 14MM verification in 2018, more than doubling volume year-over-year

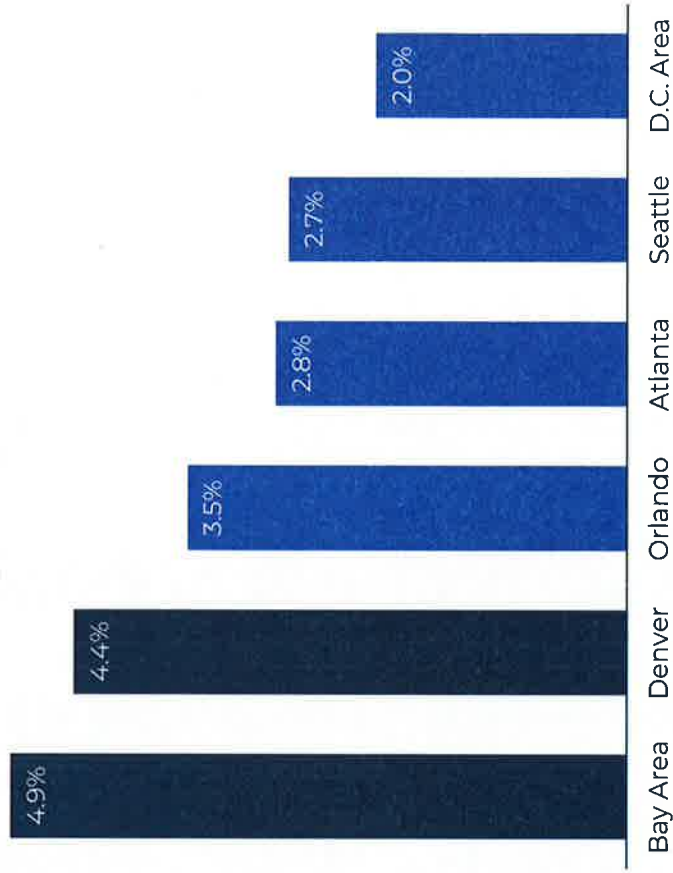


# CLEAR is a Capturing Significant Share of Key Markets

CLEAR O&D Share by Location



CLEAR Penetration of Metropolitan Statistical Area

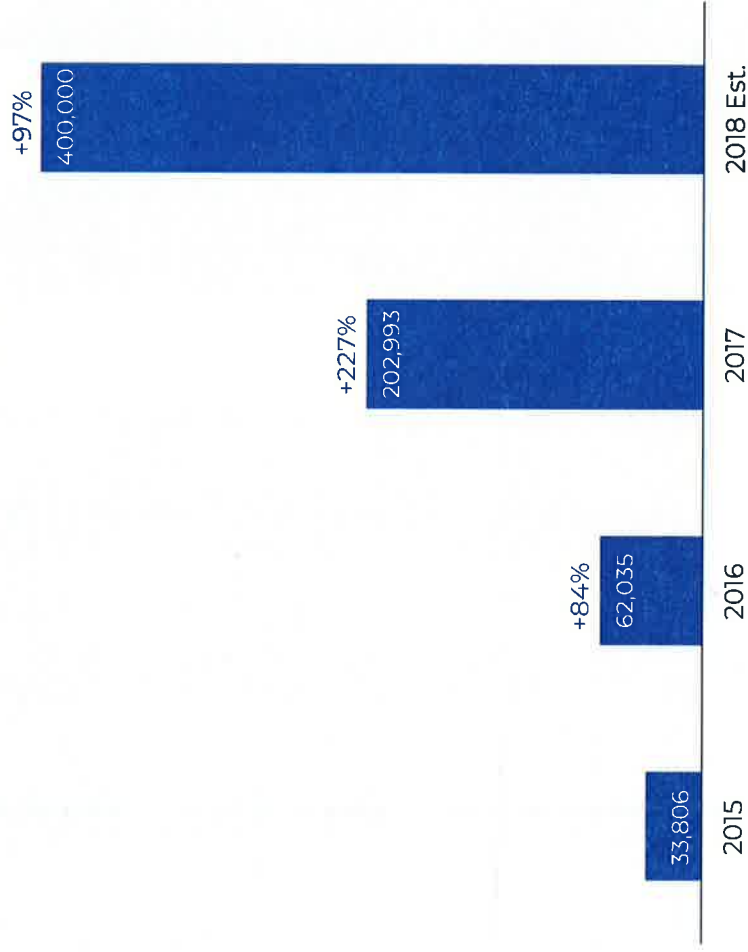




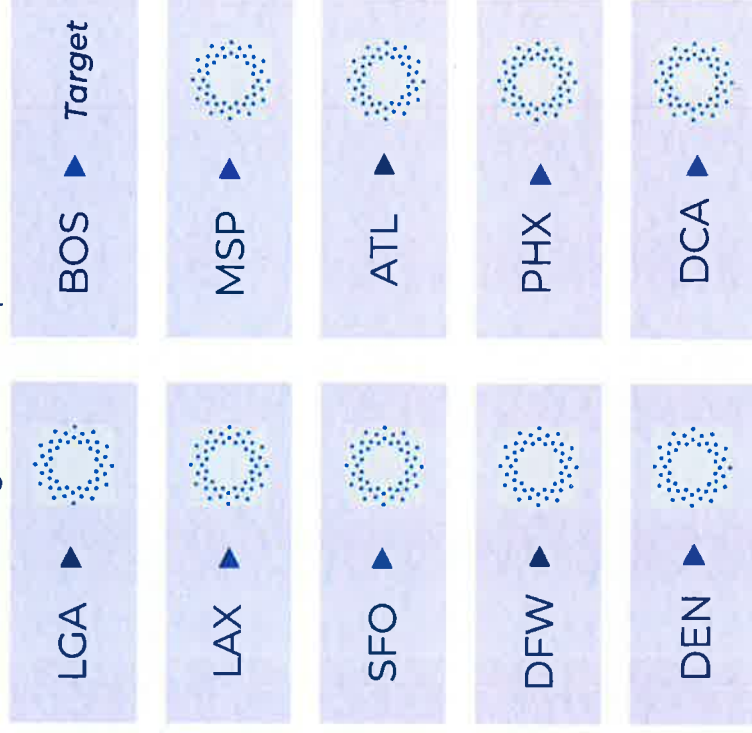
# CLEAR Volume to ORD will Double Again in '18

CLEAR volume growth to ORD is driven by new airport openings, higher usage, and network effect.

CLEAR Member Verifications to ORD, Annual



CLEAR Coverage of ORD Top 10 Destinations

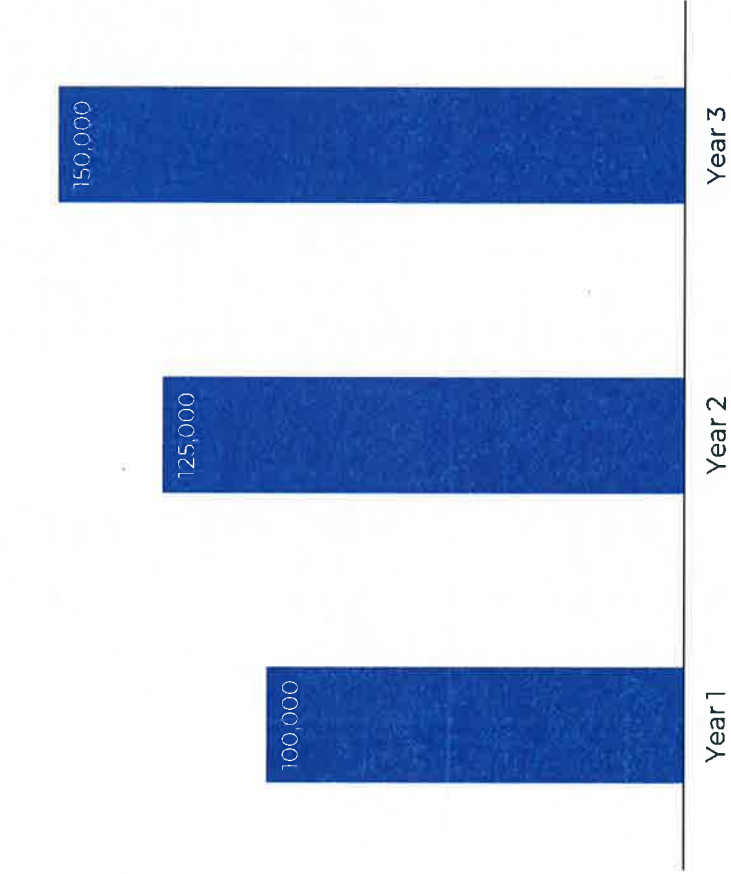


growth in Year 3

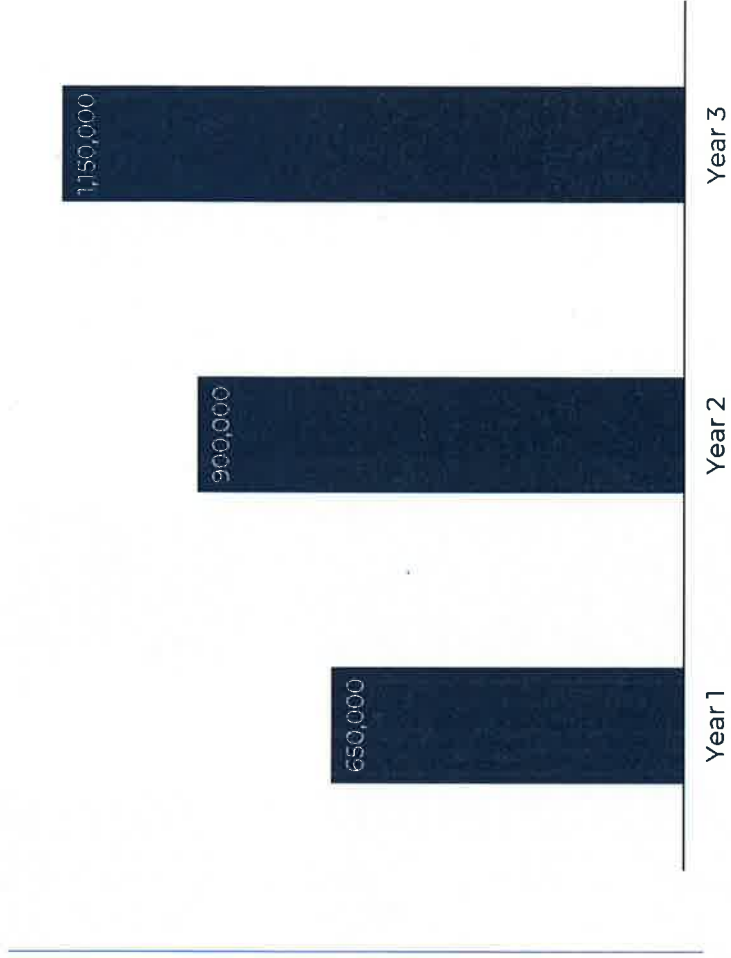
## Projected Enrollments & Verifications at ORD

Based on similar size markets in the CLEAR network and estimated membership growth, we project 100k enrollments and 650k verifications at ORD in year 1

Projected Annual Enrollments at ORD



Projected Annual Verifications at ORD



Note: Based on coverage of Terminal 1 and Terminal 2 (est. ~65% of ORD departure traffic)

# Travelers Want CLEAR at ORD



**Rhian Jane** @The\_Life\_of\_Red · Apr 14

**@Clear** are you at Chicago **OHare** airport, terminal 3?



**David Kaplan** @thekapman · Mar 5

So I just signed up for **@Clear** to get through airport security even quicker than TSA Pre Check. Now they need to add **ORD** to their growing list of airports. And our stadiums to their list of sports venues. Amazing concept!



**Craig Thielen** @CraigThielen · May 8

**@Clear** any plans on getting into **@ohare** or **@BostonLogan** ?



**BeardGod@Media House** @TorinSimpson · Apr 23

**.@iah** please bring back **@Clear** in terminal C **@united**



**C Weston** @ManhattanBank · Mar 24

**@Clear** when will you be at **#Ohare #ORD** ? **#TSAPreCheck** is a zoo - at TSA PreCheck - Terminal 1



**Dr. Katrina Keene** @DrKatrinaKeene · May 21

I hate that **@fly2ohare** doesn't have **@Clear**. Makes zero sense. Precheck line is longer than the regular line. **#ohare**



**Jason Philip Sparks** @sparksopedia · Mar 15

Heya, **@Clear** ! Any chance you're coming to **ORD** or **MDW**?



**Lola Rahib** @LolaRahib · Apr 19

Hey **@Clear** when will you be available in **Chicago @fly2ohare**. The TSA precheck line is getting a little long...



**Cory Edwards** @coryedwards · Apr 1

Replying to **@mattyroze @Clear**

All my favorite airports use it with the exception of **Chicago's** airports. Even San Jose!



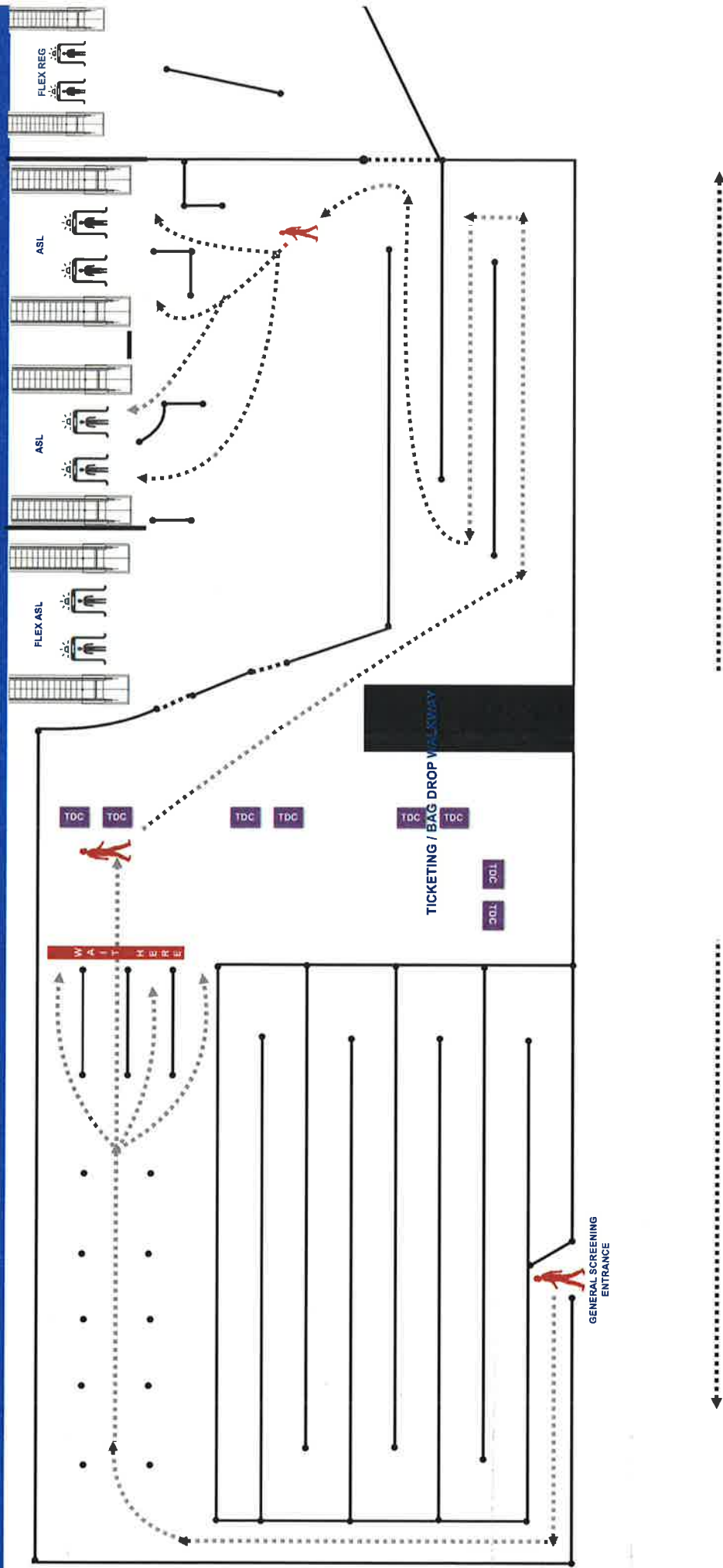
**Tim Perez** @timperetzVA · 16 Jun 2017

2nd busiest airport and no **@clear**? Wtf. Happy Friday fellow travelers **#oi**

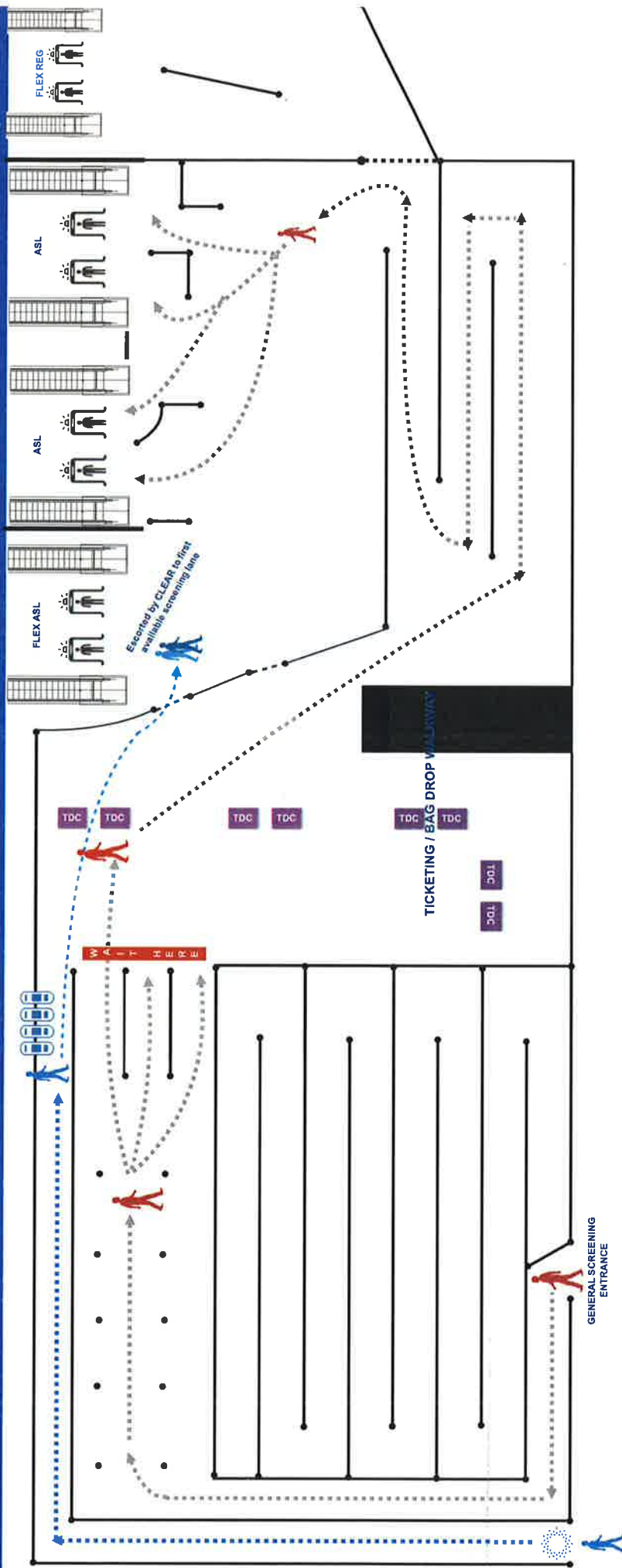


# ORD T1 & T2 CLEAR Lane Concepts

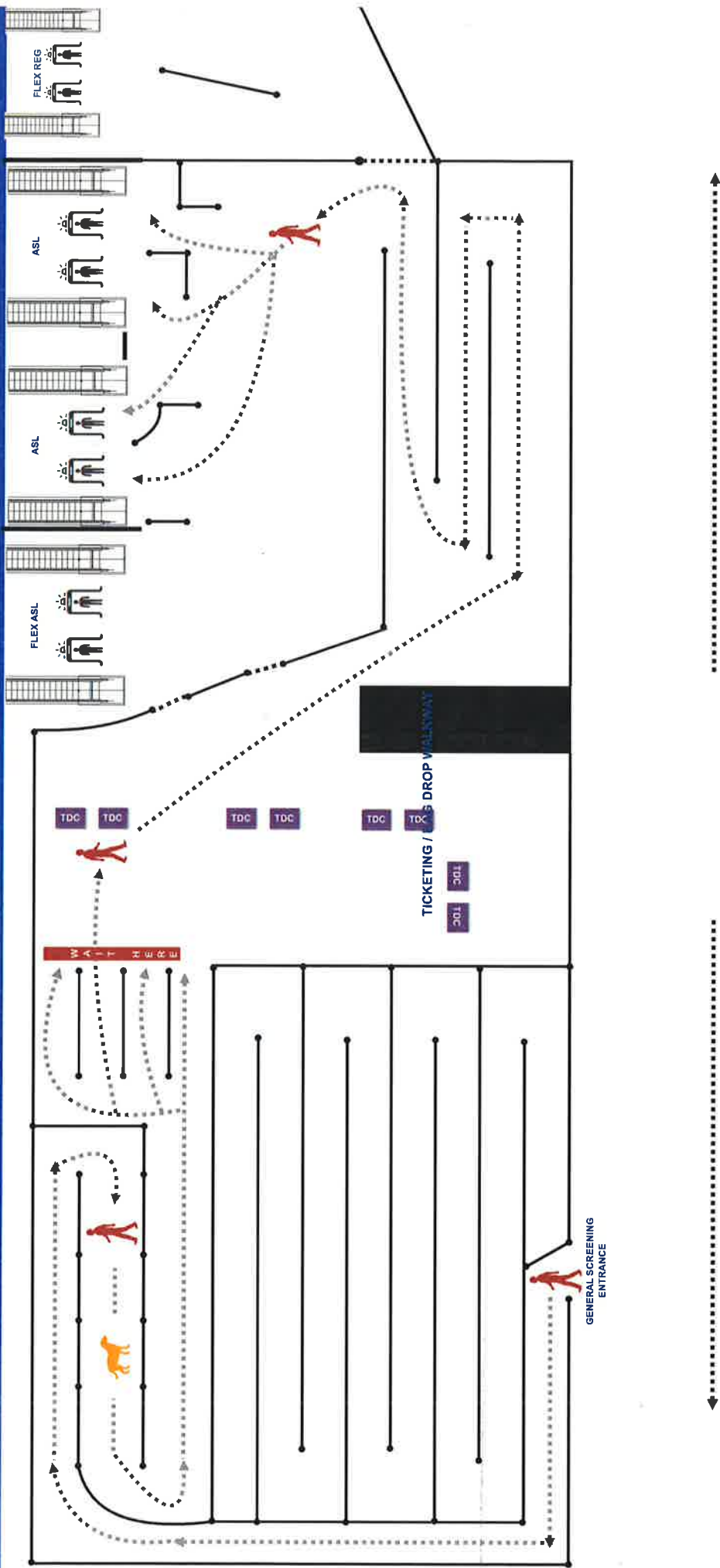
# ORD United T1 Standard Screening Current Configuration



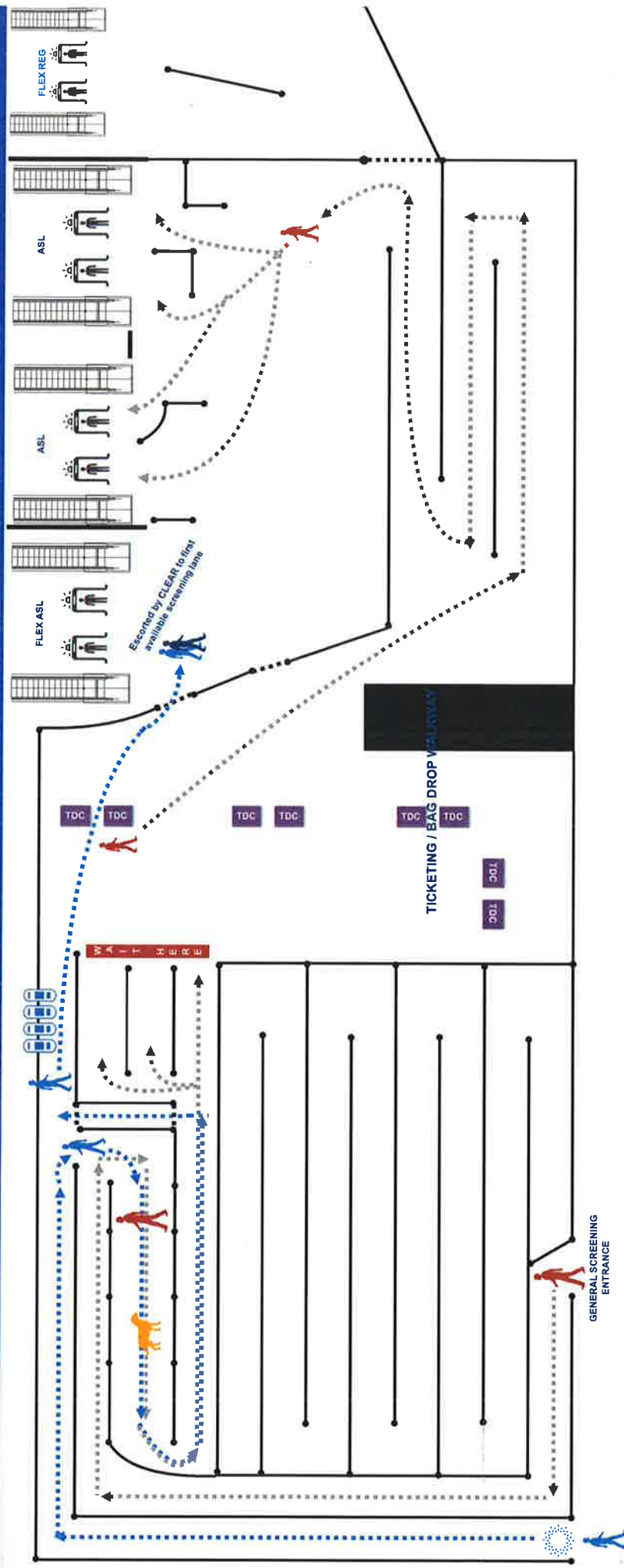
# ORD United T1 Standard Screening Proposed Configuration



ORD United T1 Standard Screening Current  
Configuration RTTA / CES

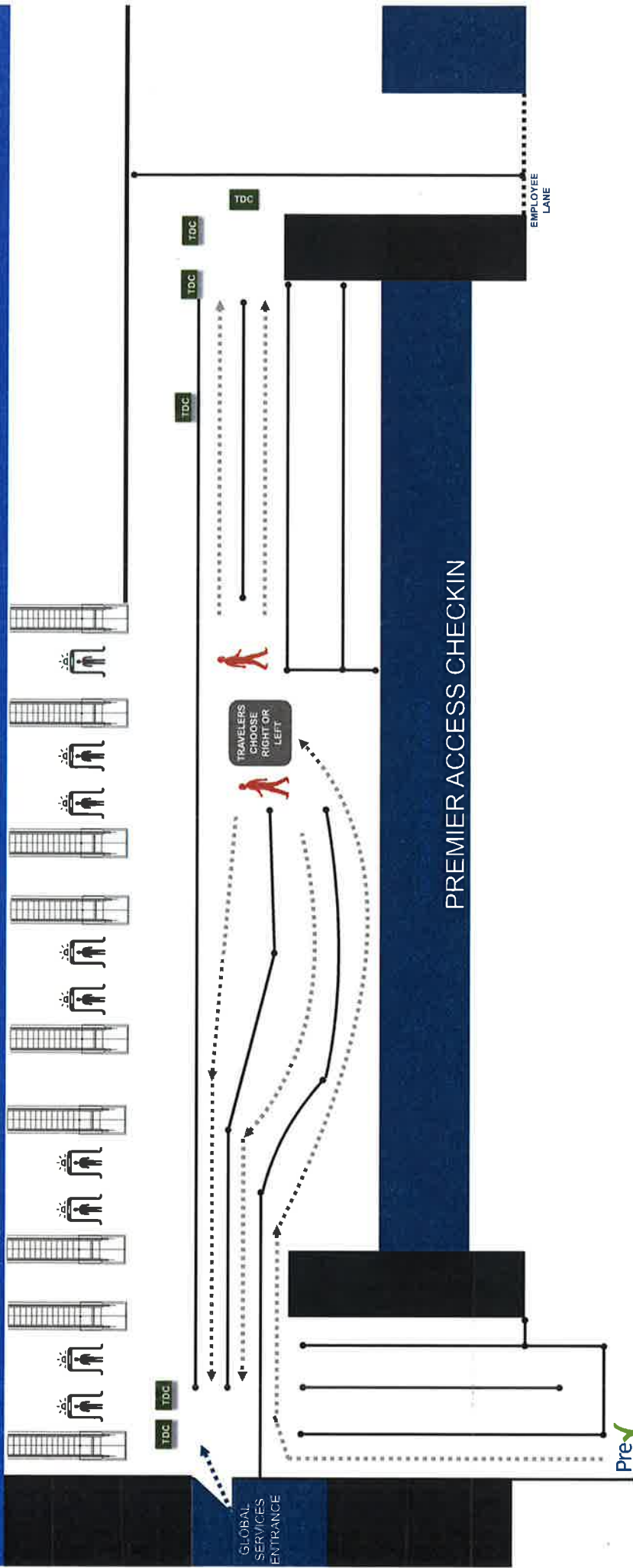


ORD United T1 Standard Screening  
Proposed RTTA / CES Configuration

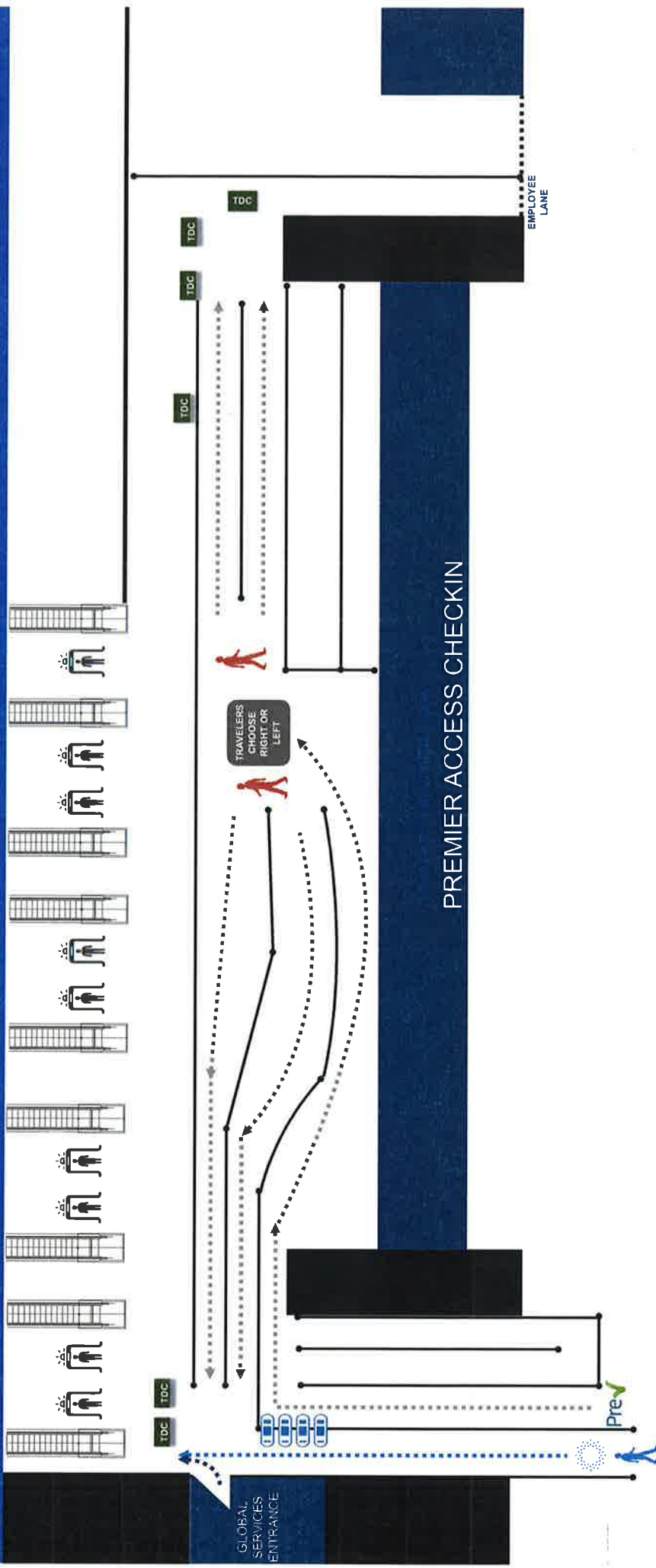




# ORD United T1 Pre-Check Screening Current Configuration

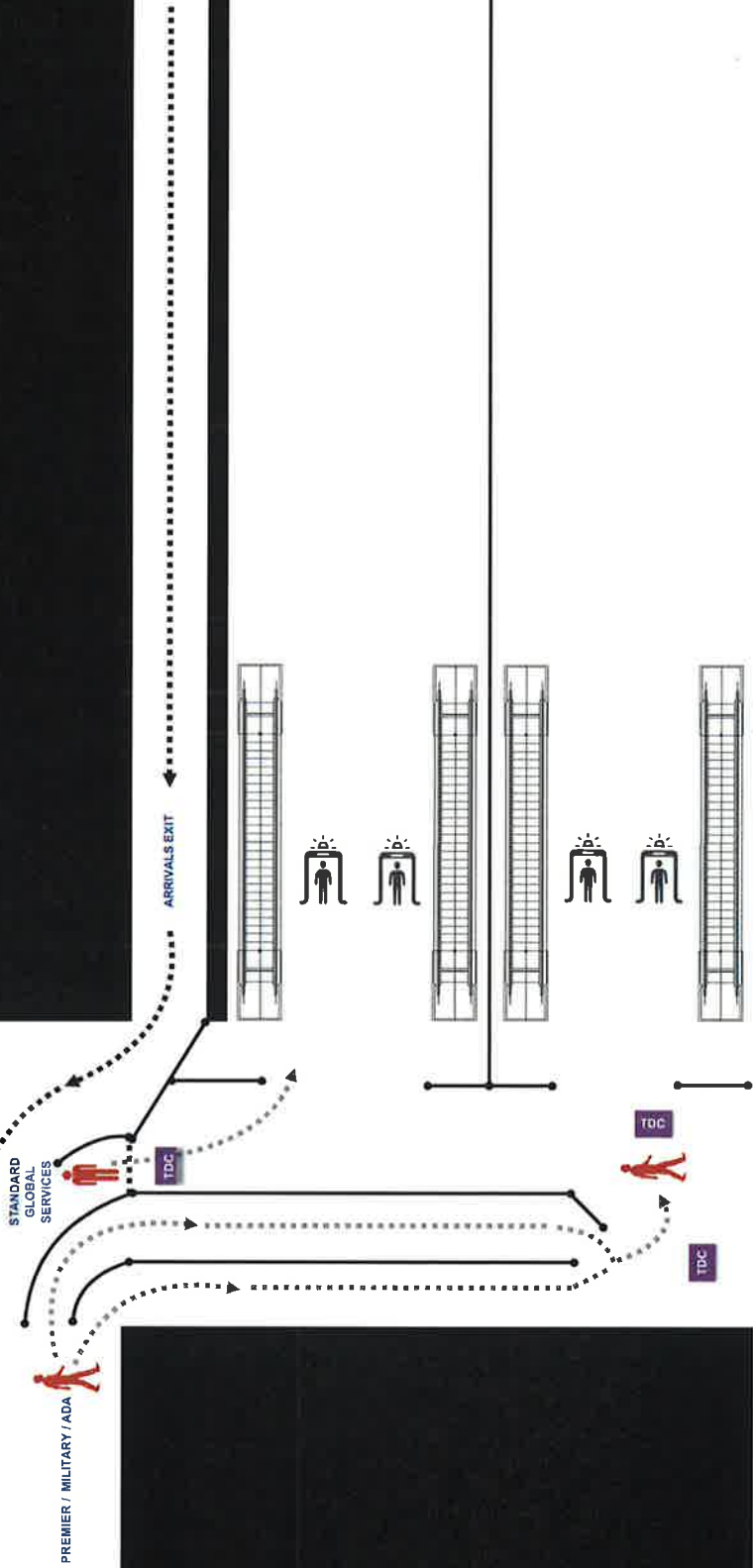


# ORD United T1 Pre-Check Screening Proposed Configuration

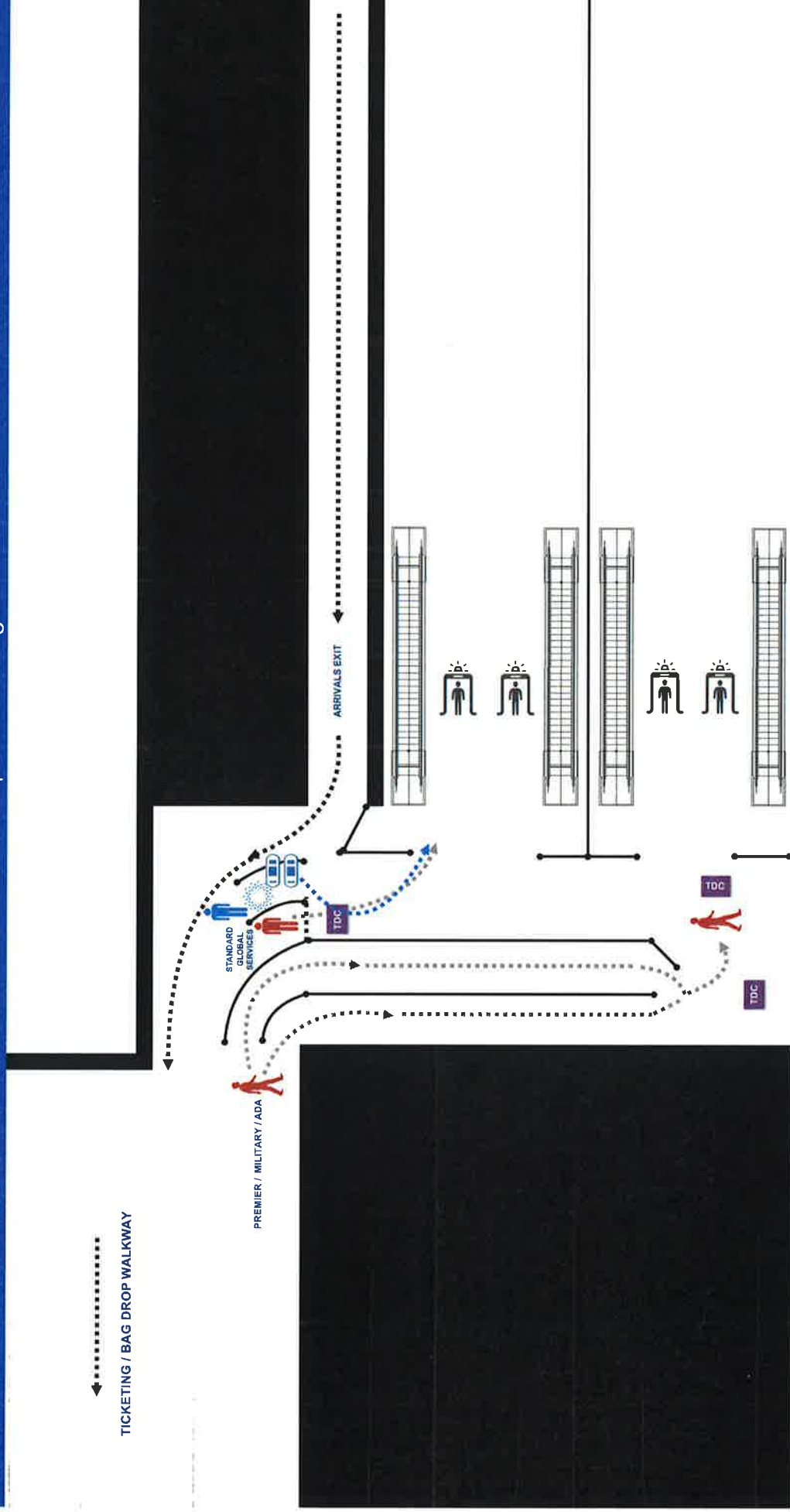


ORD United T1  
Military / Premier / ADA / Standard Global Services Screening  
Current Configuration

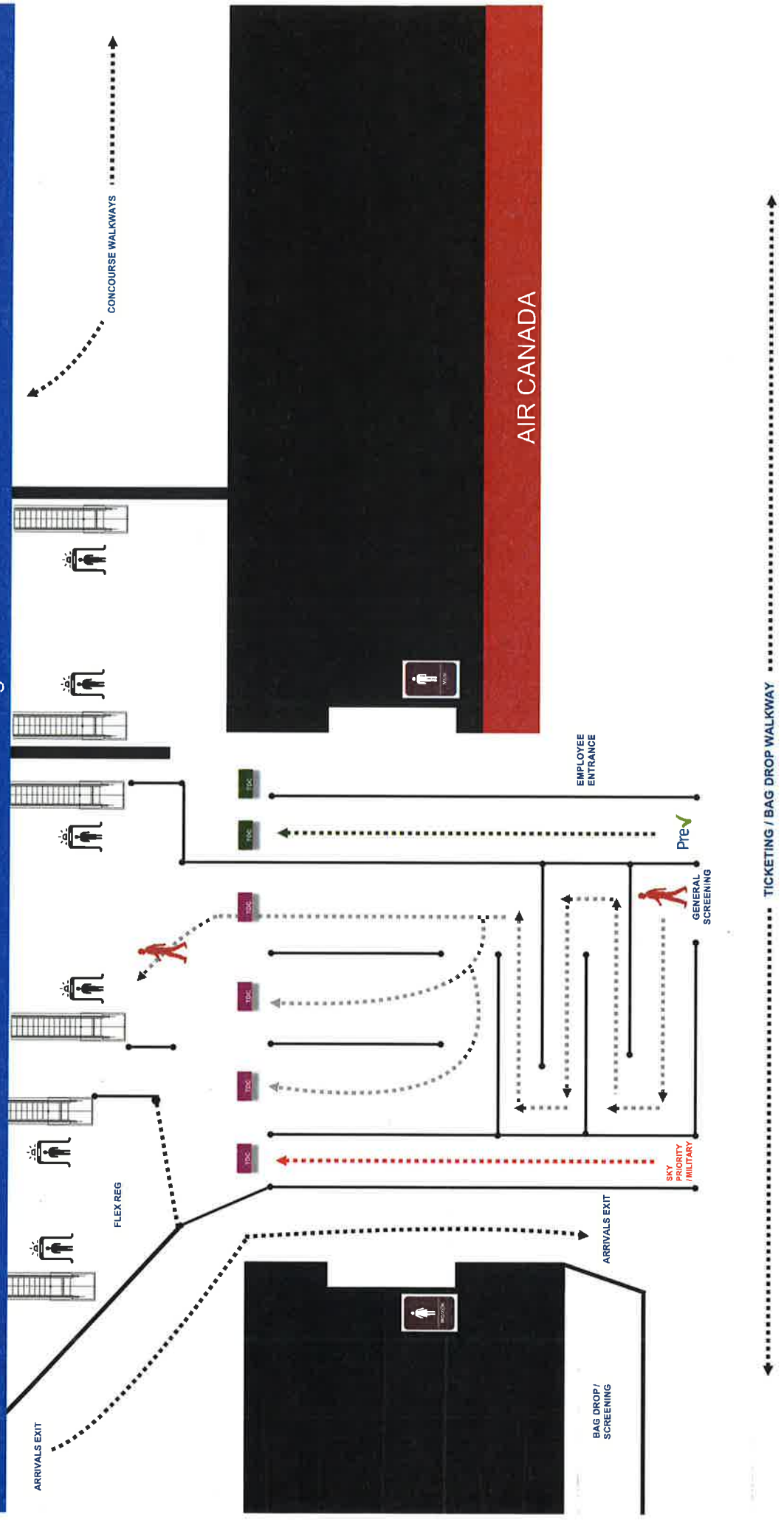
TICKETING / BAG DROP WALKWAY



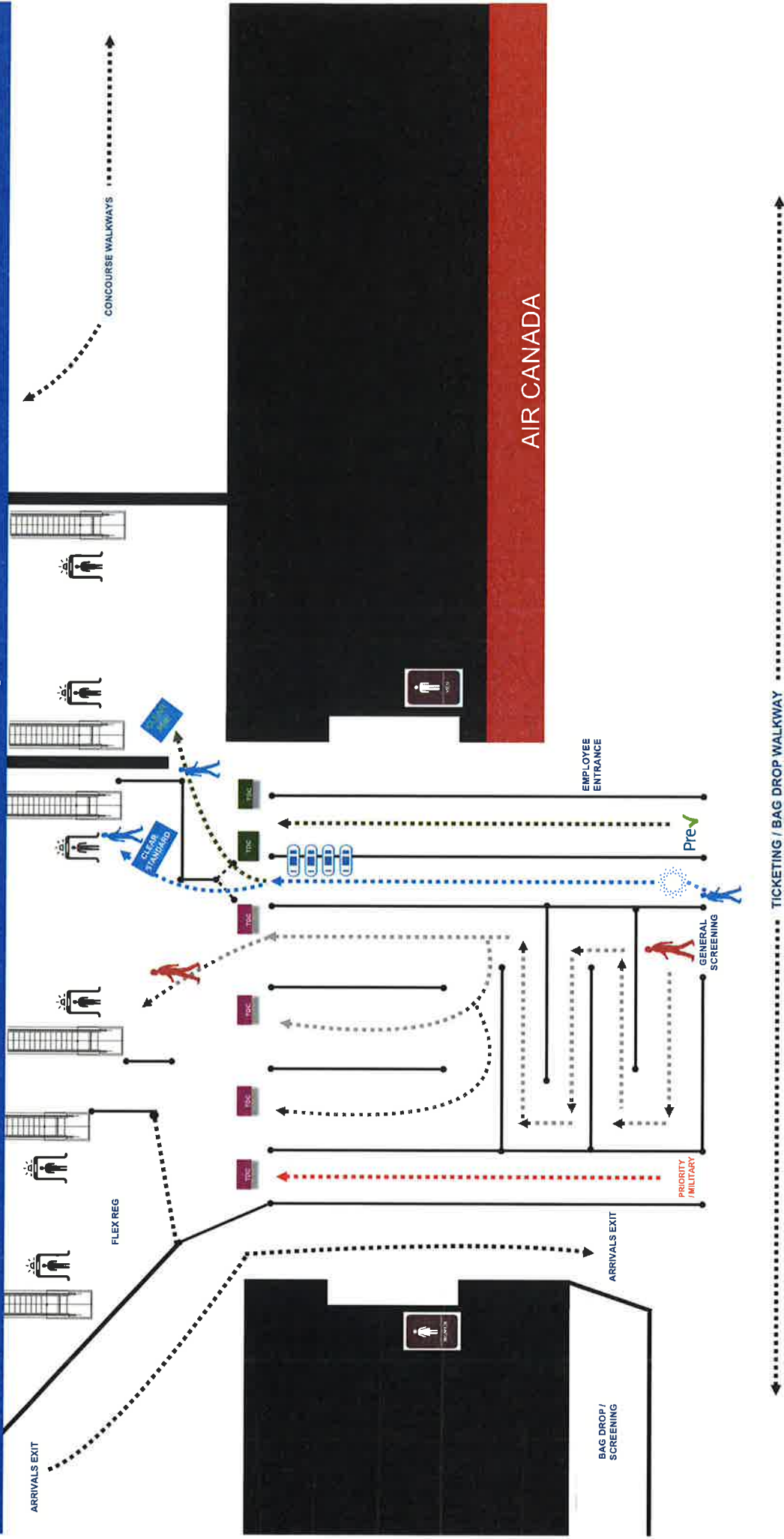
ORD United T1  
Military / Premier / ADA / Standard Global Services Screening  
Proposed Configuration



# Delta Terminal 2 Current Configuration



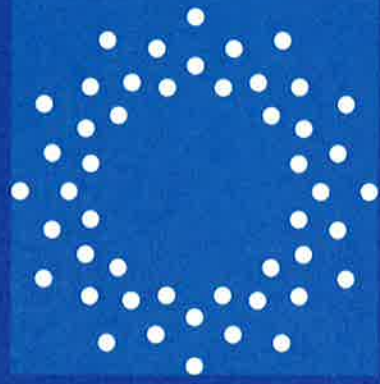
# United / Delta Terminal 2 Proposed Configuration



Thank you







CLEAR<sup>®</sup>

MDW  
March 2018 – Overview

# We make it simple to be you

by using biometrics to build a connected world  
that is smarter and more secure.

# CLEAR Network

24

Airports

9

Sports Partners

+1,000

Employees

+1.8MM

Members Nationwide  
*106% year-over-year growth*

+13MM

Total Verifications

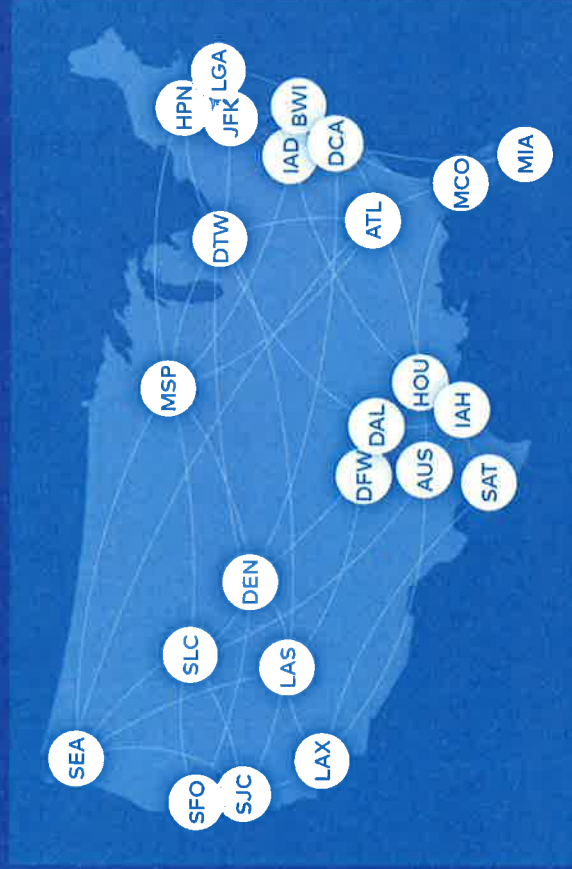
+6.5MM

CLEAR Lane Uses in '17  
*258% year-over-year growth*



## Airport Network

~80% Domestic O&D Traffic Coverage



## Sports Partners

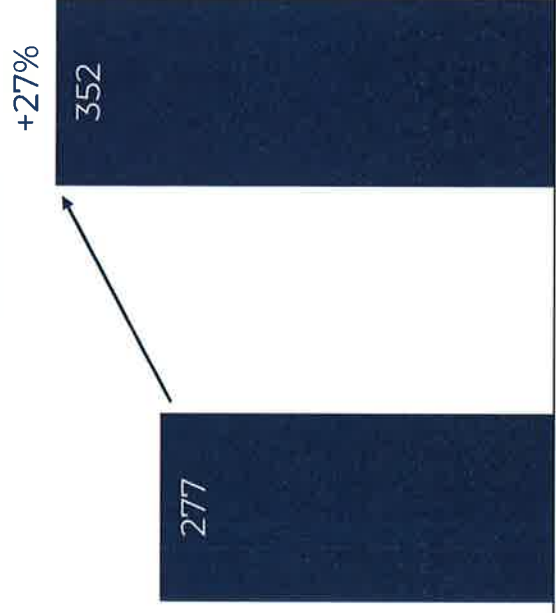
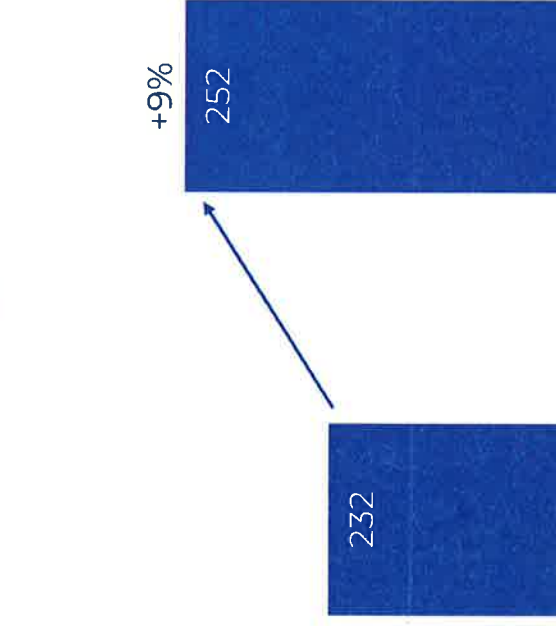


# CLEAR Increases Checkpoint Throughput

- Checkpoints with CLEAR process significantly more volume per hour, **dramatically improving the customer experience for everyone passing through security**
- CLEAR increased PreCheck throughput by 27%, and increased Standard throughput by ~10%

Standard Throughput per Hour, with & without CLEAR

PreCheck Throughput per Hour, with & without CLEAR



TSA Standard

CLEAR + TSA Standard

PreCheck Only

CLEAR + PreCheck



Source: IET Survey, 2018. Industrial engineering firm measured DTW and MCO over a multi week period

# Members Love CLEAR

CLEAR's customer satisfaction ranks among the world's leading brands



**+100%**

NPS Lift for our Partner Airports\*

"It's days like today that I truly value my CLEAR membership."

"I love CLEAR. I get through security in less than 5 minutes. I can't imagine life without it."

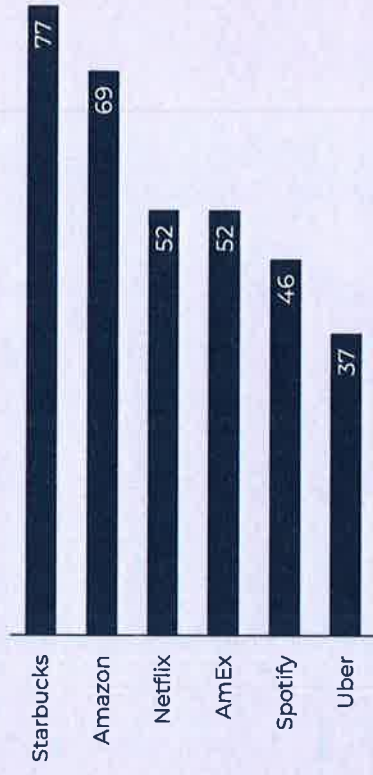
"CLEAR is literally the easiest part about flying out of Atlanta."

"ROI of CLEAR is how many flights you'd miss without it."



## Net Promoter Score, Leading Brands

Helping to improve our partners' customer satisfaction



\*Footnote: NPS lift is in select markets when comparing standard and PreCheck security lane traffic customer satisfaction vs. CLEAR member satisfaction

# CLEAR Thrives in Space-Constrained Checkpoints Across the Country



LGA, Terminal D



MSP, South



LAX, Terminal 2

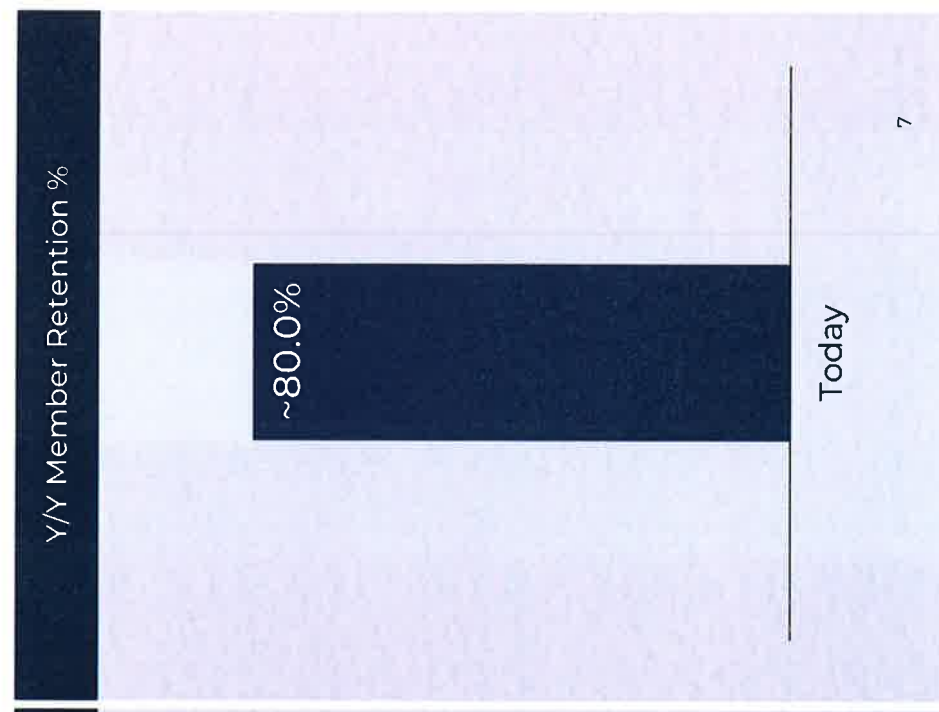


LAX, Terminal 3



All Dates are Year End

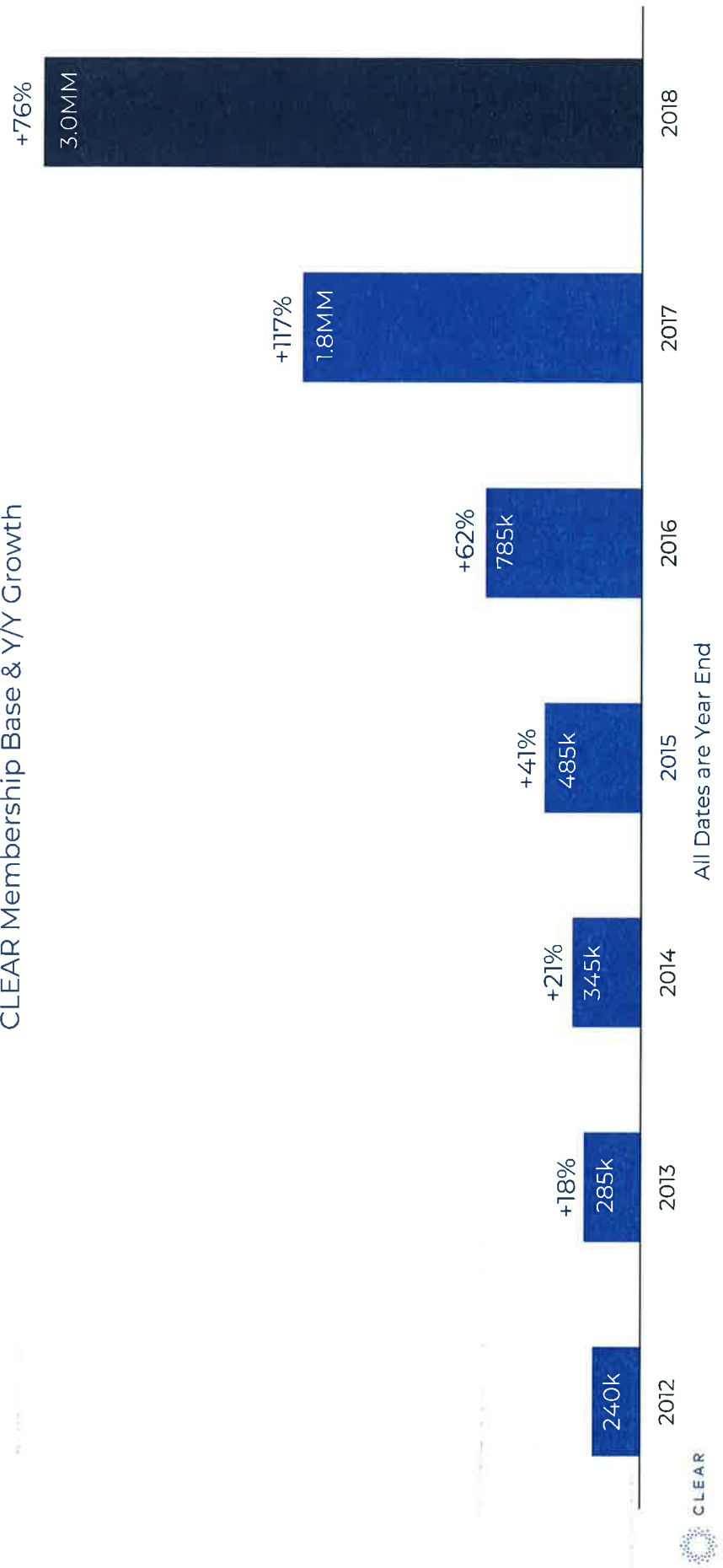
# Key Metrics



# Network Effect is Driving Rapid Scale

CLEAR more than doubled its membership base in 2017, demonstrating the platform is hitting critical mass

CLEAR Membership Base & Y/Y Growth

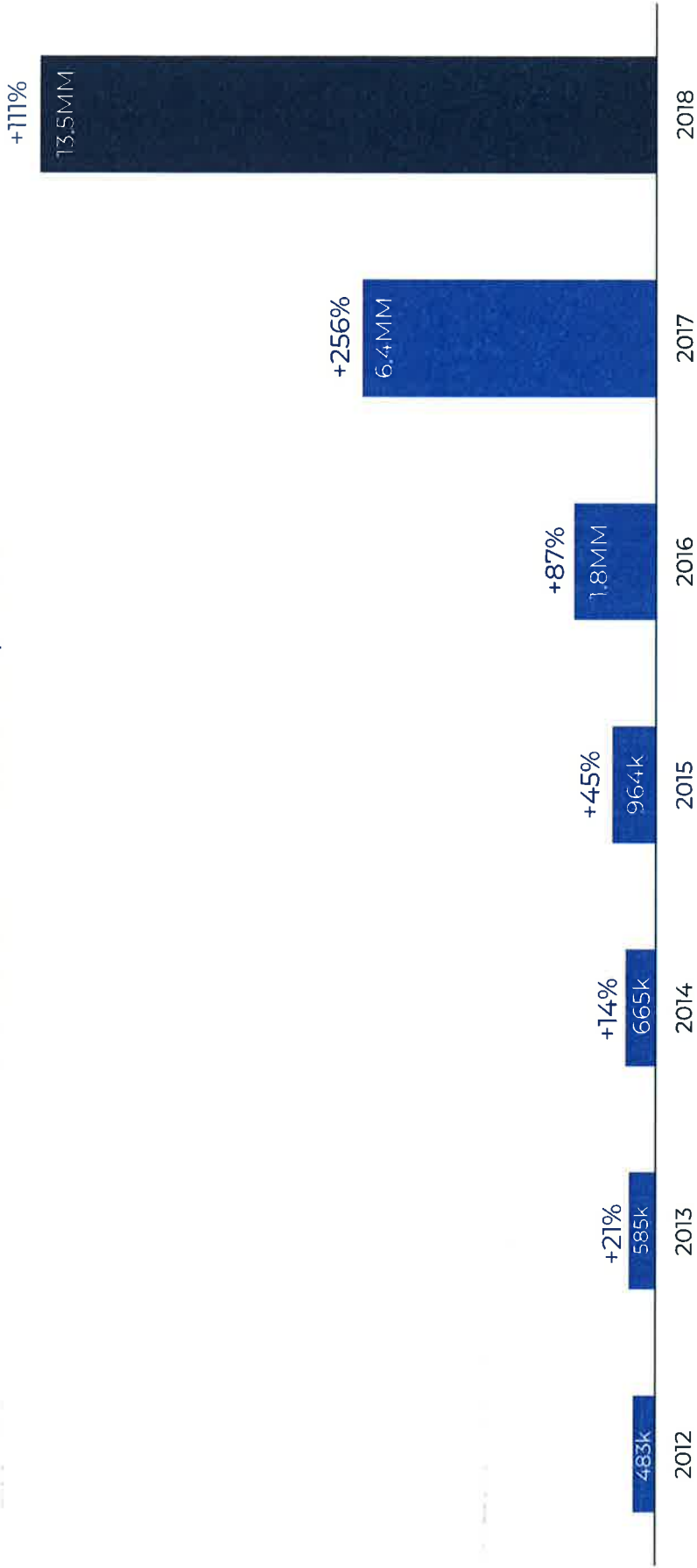




# Year-Over-Year Verification Growth

CLEAR will process nearly 14MM air passengers in the United States in 2018

Annual CLEAR Verification & Y/Y Growth

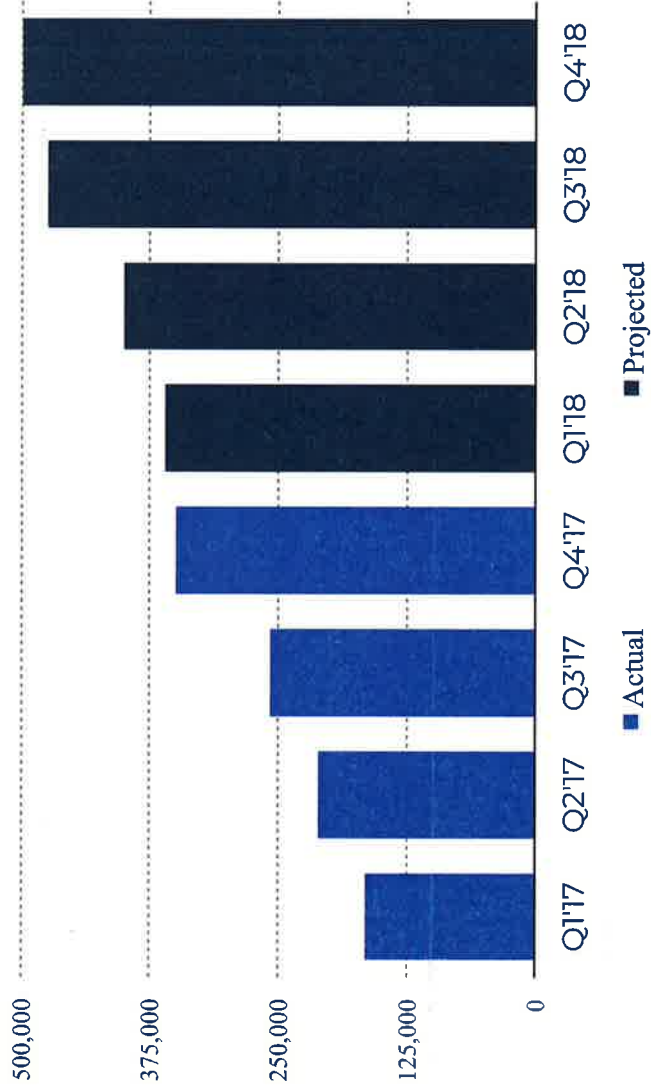


All Dates are Year End

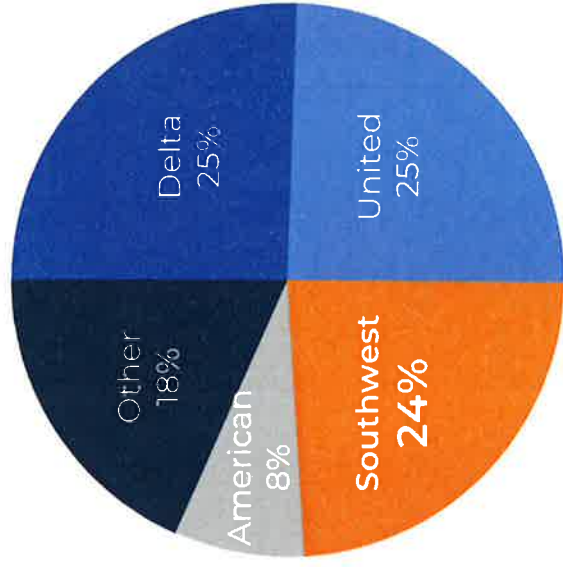
# Southwest Passengers Already Love CLEAR

Nearly 2MM Southwest passengers will pass through a CLEAR lane in the next 12 months, representing a significant share of CLEAR volume

Quarterly CLEAR Verifications of Southwest Passengers



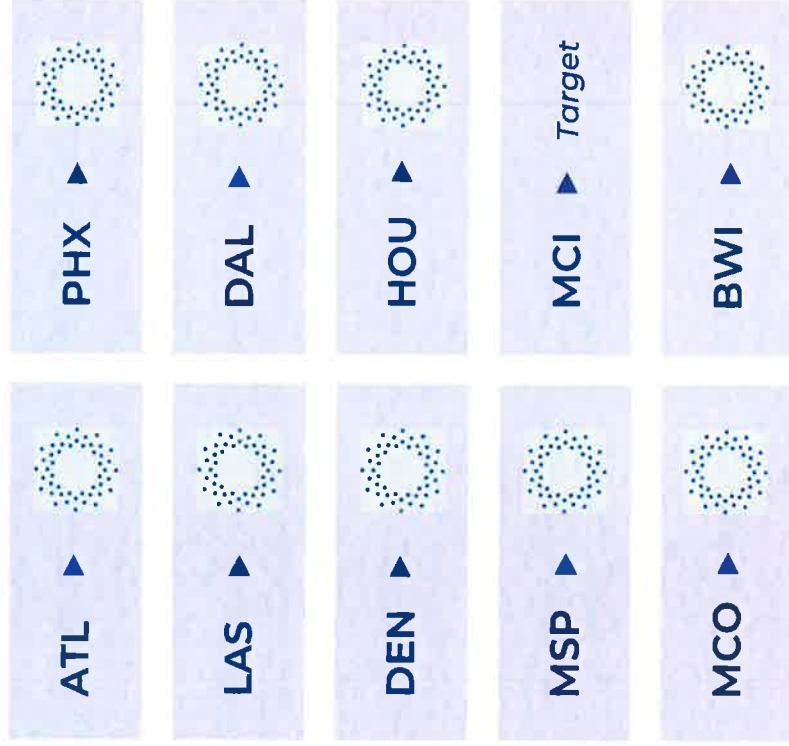
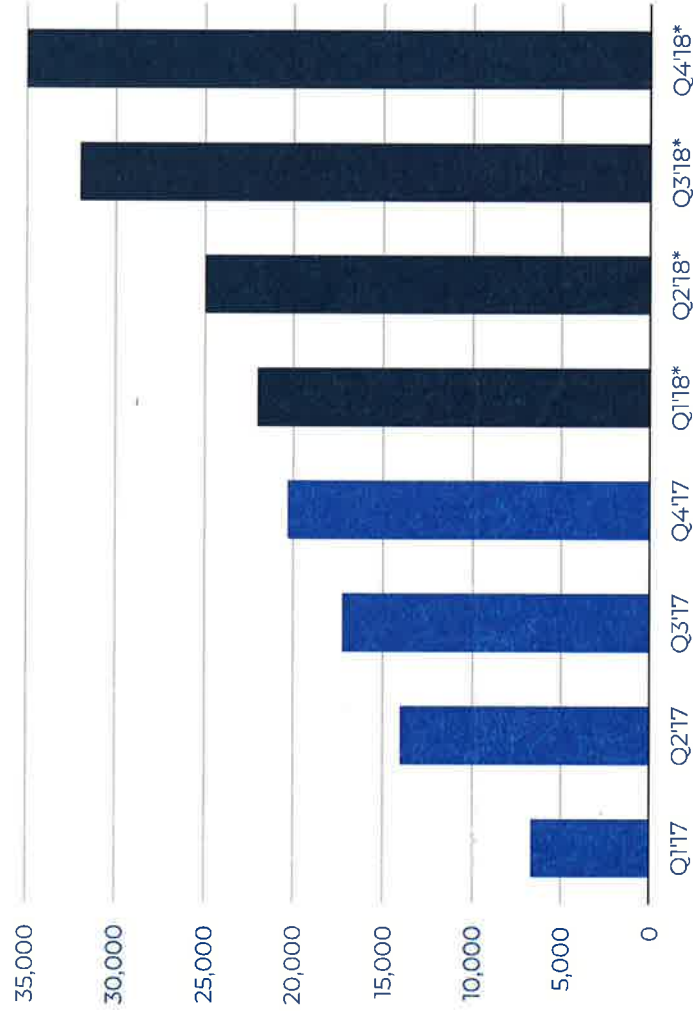
CLEAR Volume by Airline, since 2015



# CLEAR Traffic to Midway is Increasing Dramatically

CLEAR's network covers nine out of the ten busiest destinations from MDW

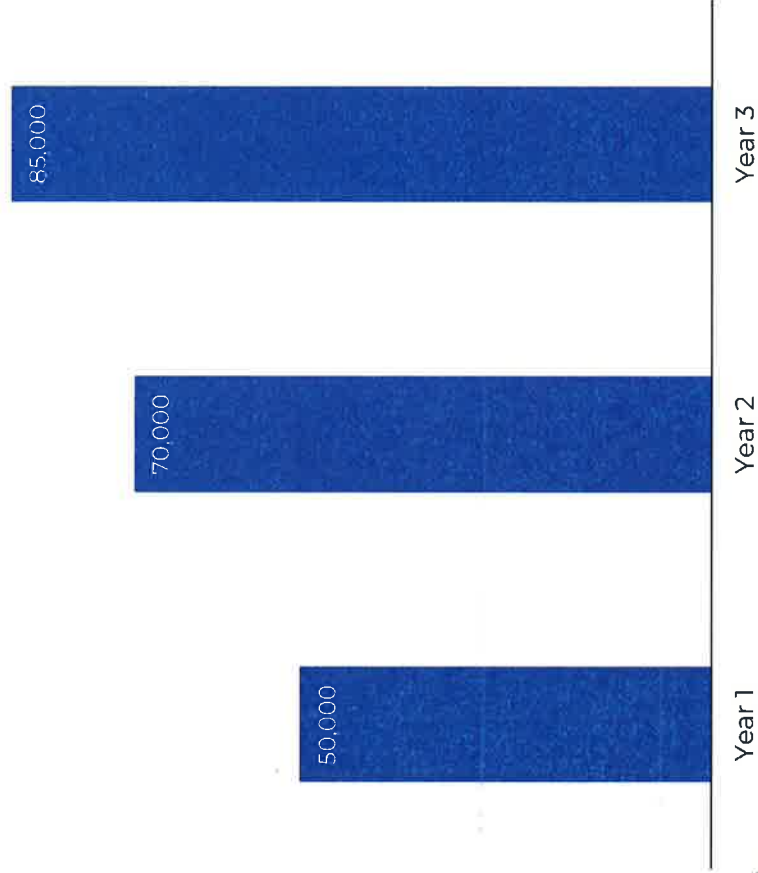
Quarterly CLEAR Verifications to MDW & Y/Y Growth Rates



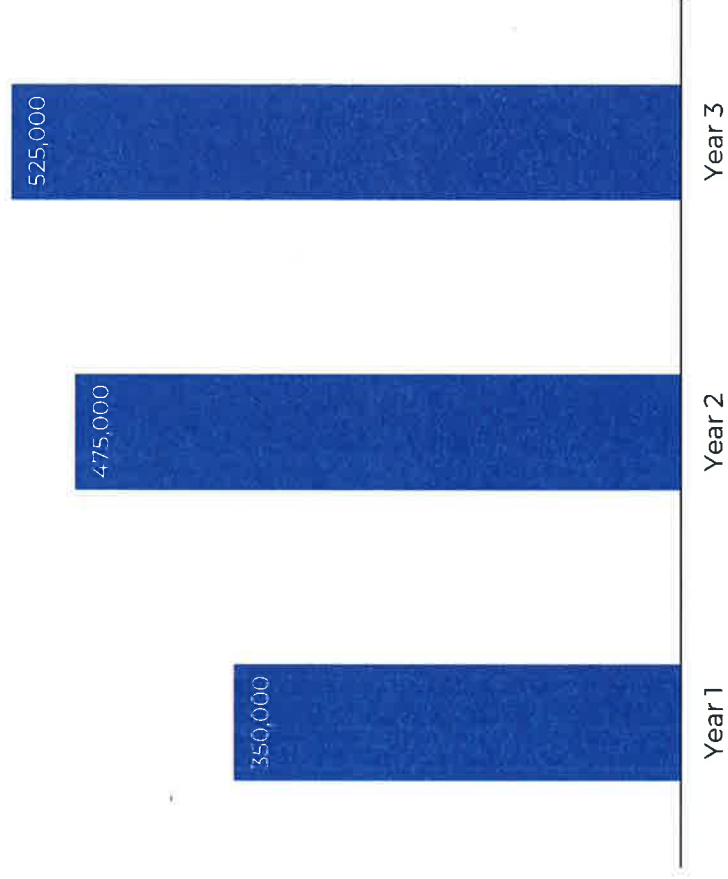
# Projected Enrollments & Verifications at MDW

Based on similar size markets in the CLEAR network and estimated membership growth, we would expect to reach 50k enrollments and 350k verifications at MDW in year 1

Projected Annual Enrollments at MDW



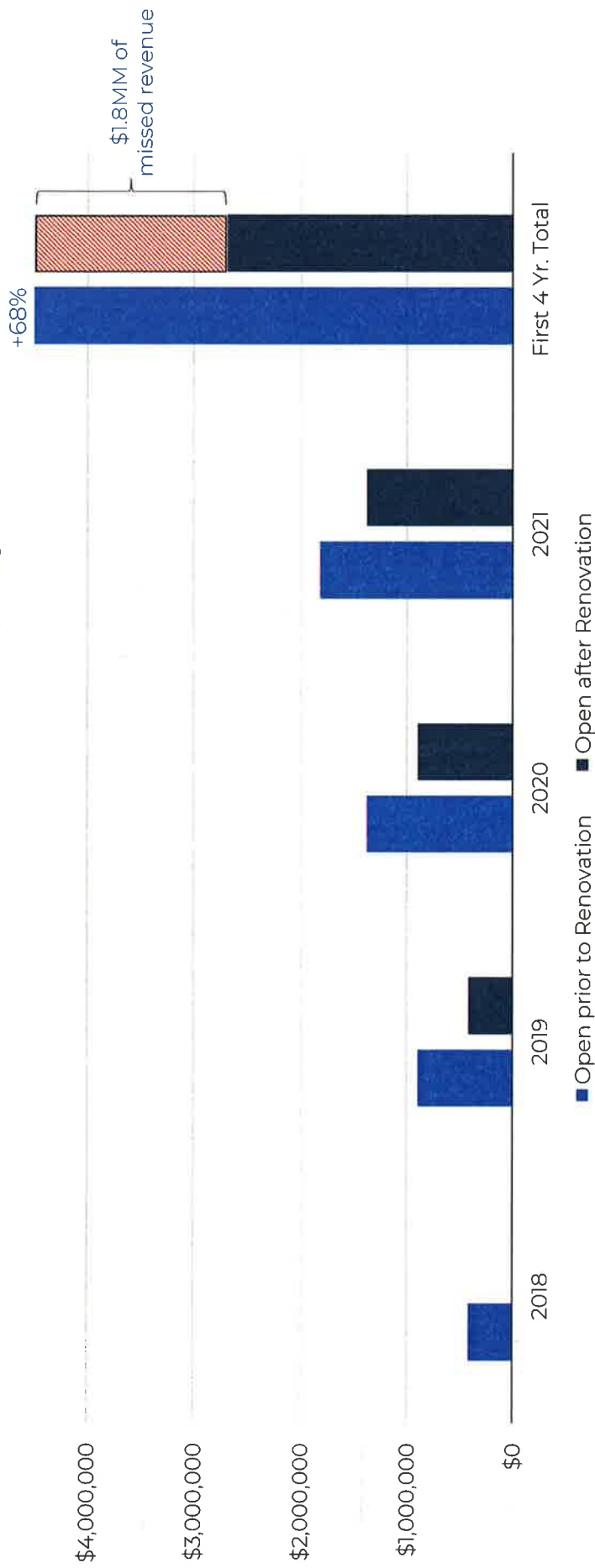
Projected Annual Verifications at MDW



# Delaying CLEAR Launch at MDW Would Result in Opportunity Cost

Pushing CLEAR's launch at MDW would result in missed local revenue, and the opportunity to immediately improve overall lane flow efficiency and customer experience for 350k+ travelers annually

Projected Revenue Share Variance based on Opening Date



# Travelers are Begging for CLEAR in Chicago



**Andrew Weber** @aweberphoto · 6 May 2017

@Clear is Clear Me available at ORD or MDW? That is my home airport and would love to get a membership.



**Jetsetter JC** @jcname · 9 Jul 2017

Two words for you, @Clear: #ORD and #MDW... Need. Now. Hurry! :)



**Dillon Lee Rodriguez** @mgodrod · Jan 12

Eager for @Clear to come to Chicago — the pre-check line was as long as regular security!



**Daniel Gasparro** @M\_G63 · 9 Aug 2017

@Clear please add Chicago!!!



**HustieSimmons** @HustieSimmons · 11 Aug 2017

Replying to @Amirkhary @Clear

I want to sign up but they offer it at all the airports I use except the Chicago ones



**Anayeli Ruiz** @AnayeliNews · 17 Dec 2017

@Clear I absolutely love you guys! Totally worth it but can you guys get something going for Chicago ??? Plz



**zacharywalker** @zwalkk · 26 Nov 2017

when you're on your way to ORD and you realize @Clear isn't available in chicago yet...



**Andrea** @Dre\_MissIntl · Feb 10

@Clear when are you coming to Chicago airports?!?!



**Zoe Schmerin** @zoedevon16 · 1 Oct 2017

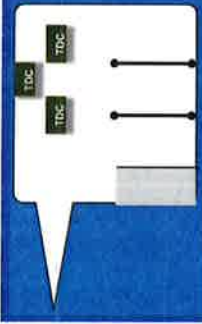
@Clear I'm going to need you to come to Chicago airports ASAP



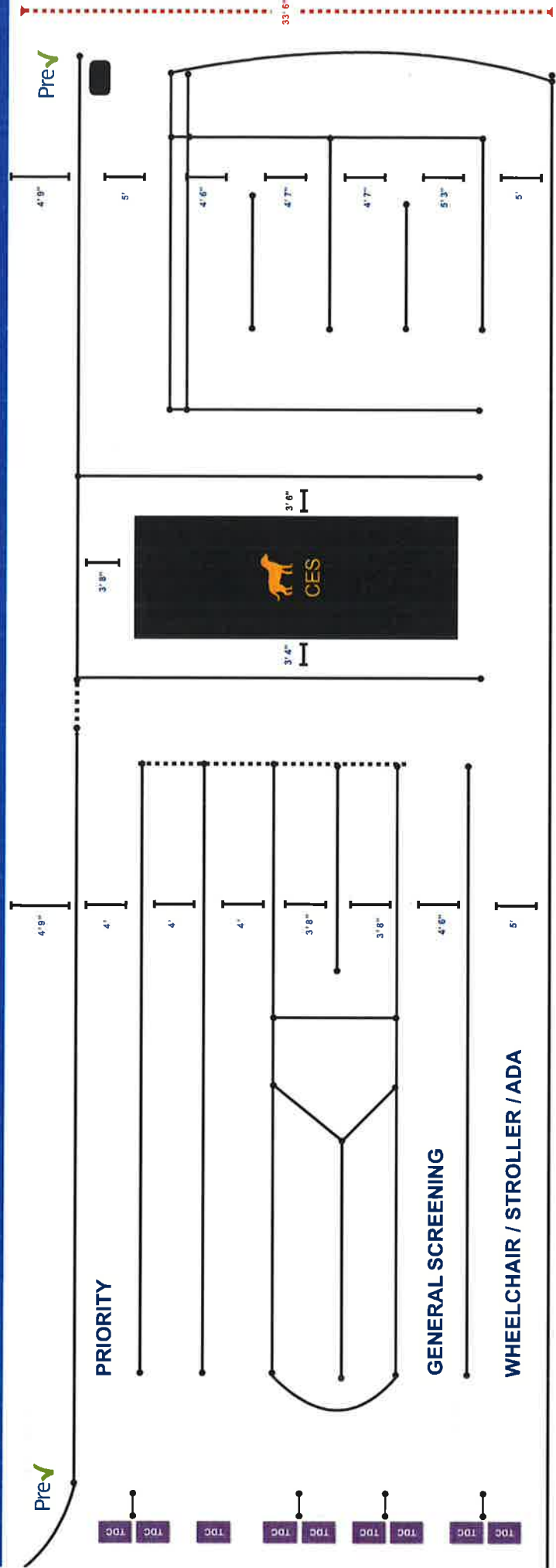
**We the best music** @Shlee1818 · 28 Jul 2017

@Clear still need updates on MDW or ORD. I really want to keep your service, but a "we'll let you know" isn't cutting it. Any info?





# Current MDW Checkpoint

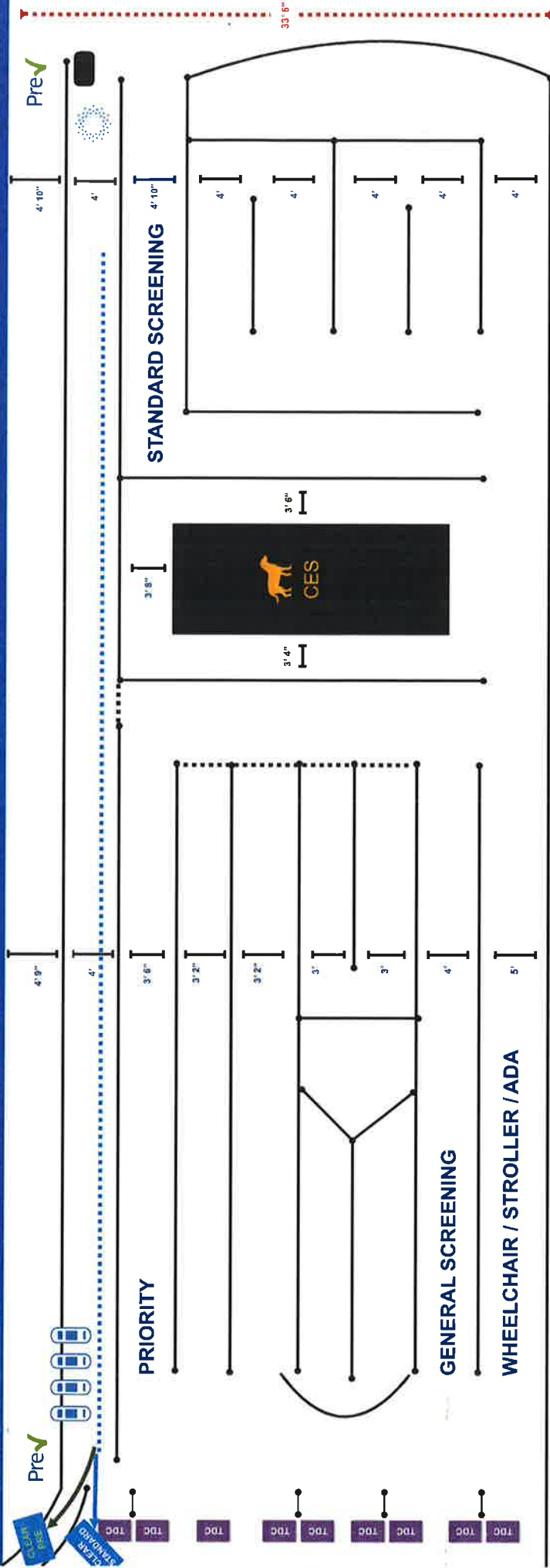


ARRIVALS

KCM / EMPLOYEE

KCM / EMPLOYEE

# Proposed CLEAR Lane



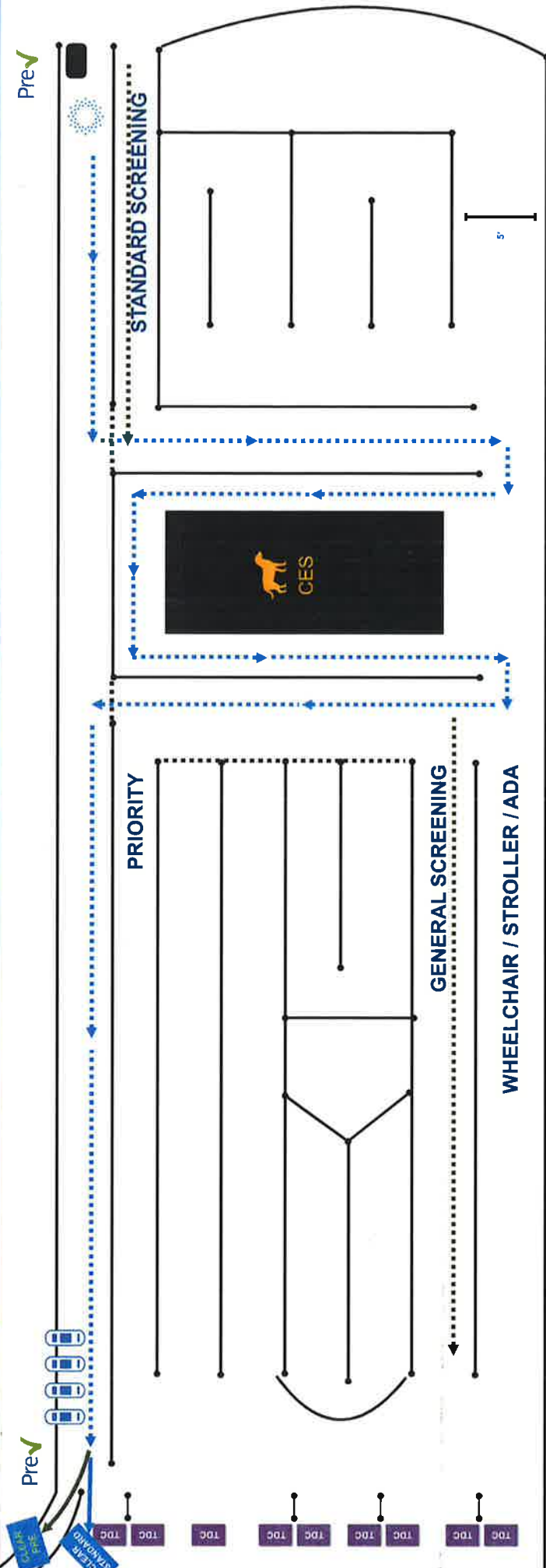
ARRIVALS .....>

.....< KCM / EMPLOYEE

KCM / EMPLOYEE



# Proposed CES Lane Flow



ARRIVALS .....>

.....< KCM / EMPLOYEE

The image features a solid dark blue background. In the center, there is a rectangular area with a lighter blue background, filled with a pattern of small, light blue dots. The text "Thank you" is written in a white, sans-serif font, oriented vertically within this central area.

Thank you