NEW YORK CITY TAXI AND LIMOUSINE COMMISSION

Notice of Promulgation of Rules

Notice is hereby given in accordance with section 1043(b) of the Charter of the City of New York ("Charter") that the Taxi and Limousine Commission ("TLC") promulgates rules to add a new chapter on Technology System Providers creating a new licensee type for vendors of technology systems for Street Hail Liveries as the result of creation of Street Hail Livery Service.

These rules are promulgated pursuant to sections 1043 and 2303(b) of the Charter and section 19-503 of the Administrative Code of the City of New York, and chapter 602 of the Laws of 2011 and chapter 9 of the Laws of 2012 of New York State.

On April 19, 2012, a public hearing was held by the TLC at the Brooklyn Borough Hall, 209 Joralemon Street, Brooklyn, New York and these rules were approved at the hearing on April 19. These rules will take effect 30 days after publication.

Statement of Basis and Purpose

On December 23, 2011 Governor Cuomo signed into law chapter 602 of the Laws of 2011, and on February 17, 2012, signed into law chapter 9 of the Laws of 2012, which amended the previous statute. This legislation allows New York City to issue up to 18,000 transferable licenses to for-hire vehicles authorizing them to pick up passengers by street hail anywhere outside Manhattan (except for the airports) and in Manhattan north of West 110th Street and north of East 96th Street. Up to 6,000 of these licenses for Street Hail Liveries can be issued in the first year of the program. Twenty percent of these licenses will be set aside for wheelchair accessible vehicles (City subsidies for accessible vehicle purchase/upgrades will be available).

These rules implement the state legislation, which outlines the characteristics of and the services that the new Street Hail Vehicles will provide to New York City residents and visitors. The state legislation and the rules aim to improve access to safe, legal and convenient street hail service for the 6.7 million New York City residents who live outside of the neighborhoods where yellow taxi service is generally available.

The rule changes are organized as follows:

1. Amendment to *Definitions* (Chapter 51) to incorporate Street Hail Liveries
2. Amendment to *For-Hire Service* (Chapter 59B) to outline requirements for base stations authorized to affiliate Street Hail Liveries
3. New chapter on *Street Hail Livery Service* outlining licensing, service and vehicle requirements

4. Amendments to *Medallion Taxicab Drivers* (Chapter 54) to incorporate requirements for drivers of Street Hail Liveries
5. New chapter on *Technology Vendors* creating a new license type for vendors of taxicab technology for Street Hail Liveries.

This statement first provides some background on existing street hail service availability and passenger demand for this service, and explains the rationale for the Street Hail Livery program. It then discusses the purpose of some of the more specific rules being proposed to implement the program.

Background: Brooklyn, the Bronx, Queens, Staten Island, & Northern Manhattan Lack Street Hail Service

Currently, yellow taxis with medallions issued by the TLC are the only vehicles authorized to pick up passengers by street hail anywhere in the city. However, according to recent GPS data collected by TLC, 95% of all yellow taxi street hail pickups are in Manhattan's Central Business District (CBD) and at La Guardia or JFK airports. The demand for street hail service in Northern Manhattan, Brooklyn, Bronx, Queens and Staten Island neighborhoods, where 80% of the City's population lives, but where yellow taxis choose not to go, is met (illegally) by livery vehicles, which are licensed to pick up passengers only by prearrangement. TLC staff who recently observed passengers hailing rides at various locations outside Manhattan counted 65 street hails per hour at Mermaid and Stillwell Avenues in Brooklyn, 39 per hour at Jamaica Avenue and Parsons Boulevard in Queens, and 19 per hour at Grand Concourse and 149th Street in the Bronx. All street-hails observed by TLC were picked up by livery vehicles.

The current licensing and street hail regulations mean that:

- Livery drivers who pick passengers up from the street by hail to meet the existing demand, but do so without notification from the base, are put in the position of routinely violating the law.
- Business districts outside of the Manhattan CBD are at a competitive disadvantage because their clients and customers do not have access to safe, legal and convenient street hail service for travel between meetings or home from shopping trips.
- Residents who use the street-hail service from liveries are not protected by nor benefit from key features of yellow taxicab service:
    - **Set Fares:** Fares, determined in a livery street-hail pickup by haggling between the driver and the passenger (who is often uncomfortable with this arrangement), are not metered or otherwise regulated and leave passengers vulnerable to over-charging.
    - **Safety and Security:** Licensed livery vehicles can be difficult for street hail passengers to distinguish from unlicensed vehicles. Many passengers seeking to hail a livery on the street are exposed, without their knowledge, to uninsured and possibly unsafe vehicles and to drivers with unknown safety records.
    - **Convenience and Customer Service:** Most livery vehicles have no GPS locator, which can make it hard to help street-hail passengers recover lost property. Most livery vehicles do not offer passengers the convenience of

paying by debit or credit card, an extremely popular feature among yellow taxi passengers.

- **Wheelchair Access:** Only a minute fraction of existing livery vehicles are accessible to wheelchair users. Although there are currently TLC rules in place that require the for-hire industry to provide service to wheelchair users, the service currently available is insufficient to meet wheelchair users' mobility needs.

Purpose of Rules

The legislation enacted in Albany, which these proposed rules implement, addresses the problems described above by authorizing the City to issue transferable Street Hail Livery licenses. Vehicles with these licenses will be permitted to pick up street hail passengers anywhere in Brooklyn, the Bronx, Staten Island, Northern Manhattan (north of W. 110th St. and north of E. 96th St.), and Queens (excluding airports). They can also pick up passengers by prearrangement anywhere except Manhattan south of W. 110th St. and E. 96th St. This will ensure that these new Street Hail Livery Vehicles serve the neighborhoods that are currently underserved by yellow taxis and protect yellow taxis from competition in the areas of the city they typically serve.

Vehicle Requirements. Street Hail Liveries will have a variety of features, as described in these rules, to make them safer and more convenient for passengers. These features include:

1. Meters calculating a uniform fare for street-hail trips (to provide predictability for passengers, build trust between drivers and passengers, and prevent price gouging)
2. Credit and debit card readers (to make it easier for passengers to pay their fares and reduce the amount of cash drivers carry)
3. GPS locators (to assist with locating lost property and to assist TLC enforcement with preventing Street Hail Liveries from making illegal pickups)
4. Distinguishing markings (a uniform color scheme, text markings, and roof light) so passengers know they are entering a legal car with a licensed driver

Accessibility. The Street Hail Livery program also expands transportation options for individuals who use wheelchairs. As per the state legislation, 20 percent of Street Hail Liveries will be required to be accessible to individuals who use wheelchairs. Individuals who purchase Street Hail Livery licenses that are part of this accessibility initiative will be eligible for a City subsidy to cover costs of upgrading their vehicles or purchasing new accessible vehicles. This will significantly expand access to both prearranged and hail service for wheelchair users, expanding these individuals' ability to travel around the city.

Driver Requirements. To ensure that Street Hail Livery drivers can safely and effectively operate a Street Hail Livery and provide excellent customer service, these proposed rules require that new Street Hail Livery drivers be licensed by the Commission and be either (1) existing licensed for-hire vehicle drivers, (2) existing licensed yellow taxi ("hack") drivers, or (3) existing licensed paratransit drivers (for accessible vehicles). Individuals who do not fall into any of the three categories above will be required to obtain a yellow taxi hack license to operate a Street Hail Livery.

Service Requirements. To ensure that the public receives good customer service in Street Hail Liveries, these rules outline the service Street Hail Livery drivers must provide. This includes many requirements that are found in the yellow taxi industry, such as rules surrounding service refusals, compliance with reasonable passenger requests, and rates charged.

Service Options. Street Hail Liveries will be permitted to provide both prearranged and street hail service. This gives drivers flexibility to adapt to fluctuations in customers' demand for each of these types of service (e.g., prearranged airport drop-offs in the early morning and street hail rides late-night). This enables drivers to maximize revenue earned and gives bases flexibility to respond to spikes and troughs in demand.

Enforcement. To protect yellow taxis in areas where they are the only vehicles authorized to pick up street hails, these rules clearly define the areas where Street Hail Liveries are not allowed to make pickups and the penalties for violating these rules. Vehicle requirements will include GPS technology that will enable TLC to detect and penalize Street Hail Liveries that make illegal pickups, putting violators' licenses in jeopardy.

Base Requirements. State legislation requires that each Street Hail Livery be affiliated with a base that is specially licensed to affiliate Street Hail Liveries. These proposed rules outline the process for bases to become licensed to affiliate a Street Hail Livery, along with these bases' responsibilities. These responsibilities include ensuring their Street Hail Livery vehicles and drivers comply with TLC rules and transmit the 50 cent MTA surcharge on each hail ride to the MTA.

Technology Vendor Requirements. State legislation authorizes the TLC to license vendors of credit card and customer enhancements technology to Street Hail Liveries. The TLC intends to regulate these vendors because it believes that licensure is preferable to the procurement and contract approach used in the taxicab industry. Under a regulatory approach, any vendor who can meet TLC requirements can apply for a license. This will maintain vendor competition and allow the TLC to create and enforce consistent service standards for all licensees. In addition, the TLC believes that a regulatory approach will enable it to revisit and revise standards as technology and other factors advance. Accordingly, the TLC believes that the competition permitted by a regulatory approach is key to both keeping prices affordable and improving service quality. Allowing multiple taxicab technology vendors to develop and provide taxicab technology is important for fostering innovation and giving the for-hire industries choices. Moreover, the TLC believes that the benefits of competition in the for-hire industries may ultimately feed into the taxi industry by permitting advances in technology that may benefit passengers in all the industries the TLC regulates. In order to maintain the ability for multiple vendors to provide taxicab technology--while maintaining TLC oversight and quality control-- these proposed rules outline the process and standards for becoming a TLC-licensed technology vendor.

In addition to providing a service to the public, the Street Hail Livery program provides opportunities for the industries TLC regulates:

- Livery drivers and bases that choose to enter the Street Hail Livery business (which is completely optional for both vehicle owners and bases) will expand the ways in which they may legally serve the communities they have been serving for

years by providing not only high-quality prearranged service, but also safe, convenient and legal street hail service.

- The street hail business that already exists in many neighborhoods outside the Manhattan CBD will be brought out of the shadows, bringing legitimacy and pride to those providing this service.
- Income-generating opportunities for drivers will increase as more customers will be enticed to take advantage of the predictability and quality of this new street hail service.

Chapter 83 – Licensing & Rules for Street Hail Livery Technology Systems Providers

Each Street Hail Livery Vehicle will be equipped with a Street Hail Livery Technology System (LPEP)[1] which:

- has an electronic payment system, which will allow riders to pay with credit, debit, and prepaid cards,
- has an Automatic Vehicle Location system, which will identify the location of Street Hail Liveries while in operation; and
- will collect and transmit trip, fare and other data.

The LPEP will interface with the meter and together will allow the TLC to regulate fares and enforce violations of the Hail Service Rules stated in Chapter 82.

The Chapter establishes a formal procedure for licensing and supervision of LPEP Providers, sets forth technical requirements for LPEP systems, and establishes the services to be provided.

Licensing Requirements for LPEP Providers include:

- Posting a $50,000 bond in favor of the City
- Providing an acceptance testing plan and demonstrating that an independent third party certifies that the LPEP and the LPEP Provider meet all of the requirements in Chapter 83
- Providing a security testing certification from an independent third party
- Providing a disaster recovery plan
- Providing proof of various types of insurance, including Commercial General Liability and Professional Liability Insurance
- Completing a financial disclosure form.

General and Business Requirements for LPEP Providers include:

- Providing indemnification for the City

[1] "LPEP" is the acronym for Livery Passenger Enhancements Program and is the short form for Street Hail Livery Technology System.

- Filing with the TLC a schedule of fees
- Entering into agreements with end-users (i.e., Street Hail Livery licensees) that contain terms and conditions required by TLC Rules
- Providing warranty for equipment
- Providing a help desk service
- Meeting all required service levels
- Retaining records
- Safeguarding passenger personal information

Technical/Service Requirements for LPEP Providers include:

- Providing a credit, debit and prepaid card payment system
- Providing a system capable of transmitting text messages
- Providing a system that will reliably and accurately collect trip data and transmit this data to the TLC
- Providing an Automatic Vehicle Location data system to collect and transmit certain location data to the TLC

Chapter 83 — Licensing & Rules for Street Hail Livery Technology System Providers

Table of Contents

§83-01___ Scope of the Chapter 8

§83-02___ Penalties 8

§83-03___ Definitions Specific to this Chapter 12

§83-04___ Licensing – General Requirements 17

§83-05___ Licensing – Specific Requirements 19

§83-06___ Licensing – Bond Required 27

§83-07___ Licensing – Financial Disclosure 27

§83-08___ Licensing – Fees and Term of License 27

§83-09___ Licensing – Cause for Denial 29

§83-10___ General Requirements – Unlicensed Activity 29

§83-11___ General Requirements – Compliance with Applicable Law.....29

§83-12___ General Requirements – Indemnification.....30

§83-13___ Business Requirements – Premises.....31

§83-14___ Business Requirements – Signage.....31

§83-15___ General Requirements – Unlawful Activities Prohibited.....31

§83-16___ General Requirements – Notice to TLC.....32

§83-17___ Business Requirements – Mailing and Email Address.....32

§83-18___ Business Requirements – Change in Business Ownership.....33

§83-19___ Business Requirements – Fees Charged by Licensees.....33

§83-20___ Business Requirements – Sale, Lease or Use of Street Hail Livery Technology System (LPEP).....34

§83-21 __Business Requirements – Contract with Street Hail Livery Licensee.....36

§83-22___ Business Requirements – Maintenance of LPEP.....43

§83-23___Business Requirements – Compliance with LPEP Requirements and Service Levels.....45

§83-24___ Business Requirements – Credit for Performance Failures.....48

§83-25___Business Requirements – Record-Keeping and Reporting Requirements.....48

§83-26 __Business Requirements – Use of Personal Information and Certain Location-Based Data.....50

§83-27 __Business Requirements – Cooperation with the Commission.....50

§83-28___Business Requirements – Notifications to TLC of Unauthorized or Illegal Activity.....51

§83-29___Business Requirements – LPEP Provider Liability for Conduct of Employees.....53

§83-30___ Comply with Laws – Conduct Rules.....53

§83-31___Technical Requirements – Street Hail Livery Technology System (LPEP).....55

§83-01 Scope of the Chapter

(a) To establish a formal procedure for the licensing and supervision of businesses that sell, lease, make available for use, install, service and repair Street Hail Livery Technology Systems (LPEP)[1] for Street Hail Liveries.

(b) To establish technical requirements for the Street Hail Livery Technology System and to issue licenses to Street Hail Livery Technology System Providers whose systems meet such requirements.

(c) To establish services to be provided by Street Hail Livery Technology System Providers for the benefit of Street Hail Livery Licensees and the public.

(d) To establish appropriate penalties for the violation of these rules.

§83-02 Penalties

(a) *Unlicensed Activity.*

(1) Unlicensed Activity is the act of providing or advertising the provision of any Commission-regulated service by:

(i) Any Licensee whose License is suspended, revoked, or expired and not yet renewed, or

(ii) Any person who does not hold a Valid License from the Commission for the Street Hail Livery Technology System.

(2) Unlicensed Activity specifically includes the activities listed in §83-10 of these Rules and can result in License suspension, revocation, and other penalties.

(b) *Specific Penalties.* If there are specific penalties for violating a Rule, they will be shown at the end of the Rule. The penalty section will also state whether the violator must attend the Hearing.

(c) *Payment of Fines.*

(1) Fines are due within thirty (30) days of the day the Respondent is found guilty of the violation.

(2) If the Respondent files an appeal of the decision imposing the fines within thirty (30) days of the date of the decision, the payment of the fines will be

[1] "LPEP" is an acronym for Livery Passenger Enhancements Program and stands for Street Hail Livery Technology System.

deferred until a decision on the appeal is made (see §68-14(d) of these Rules).

If the Respondent requests a copy of the Hearing recording (see §68-14(e) of these Rules) within seven (7) calendar days of the hearing, the time for either filing an appeal or paying the fines will be the later to occur of:

- thirty (30) days from the date of the decision, or
- twenty-one (21) days from the date the recording is issued.

(3) If the fine is not paid by the close of business on the date due, the Commission will notify the Respondent in writing that the Respondent's License will be suspended in ten (10) business days of the date of the notification until the fine is paid, unless the Respondent demonstrates to the Commission, in person or in writing, that the fine has been paid.

(d) *Non-renewal of License; Suspension; Revocation.*

(1) Non-renewal of License.

(i) If an LPEP Provider License is not timely renewed, the LPEP Provider must immediately notify:

(A) the Commission of the date of License expiration; and

(B) each Street Hail Livery Licensee who is using the LPEP approved under the expired License that the Street Hail Livery Licensee has ninety (90) days from the date of License expiration to obtain an LPEP and related services from another LPEP Provider.

(ii) Upon expiration of the LPEP Provider License, the LPEP Provider must not enter into any new contracts with Street Hail Livery Licensees for sale, lease or use of the LPEP approved under the expired License, and must not renew the existing contracts with Street Hail Livery Licensees who are using the LPEP approved under the expired License.

(iii) Upon expiration of the LPEP Provider License, the LPEP Provider must continue to provide to each such Street Hail Livery Licensee all services required by this Chapter, including but not limited to Maintenance Service, and will be subject to all monetary fines that apply as if their LPEP Provider License were not expired for one hundred fifty (150) days after License expiration or until all such Street Hail Livery Licensees have obtained LPEPs and related services from other LPEP Providers, whichever is earlier.

(iv) An LPEP Provider whose License has expired must provide to each Street Hail Livery Licensee who used the LPEP approved under the expired License the following:

(A) De-installation of the LPEP at no charge;

(B) A refund of all installation-related charges and all other non-recurring charges paid or payable by the Street Hail Livery Licensee; and

(C) If the Street Hail Livery Licensee purchased the LPEP for ownership, a refund of the purchase price of the LPEP based on the net book value of such LPEP, applying straight line depreciation by using the purchase price as the cost basis and assuming a sixty (60) month useful life with no salvage value.

(2) Suspension.

(i) If an LPEP Provider's License has been suspended by the Commission, the LPEP Provider must immediately notify:

(A) the Commission of the period of License suspension; and

(B) each Street Hail Livery Licensee who is using the LPEP approved under the suspended License that:

- The dates during which the License is suspended,
- that the Street Hail Livery Licensee has the option to terminate its contract with the LPEP Provider Licensee, or if its contract will expire during the period of suspension that the Street Hail Livery Licensee has the option to not renew its contract, and,
- that the Street Hail Livery Licensee has ninety (90) days from the end date of the suspension period to obtain an LPEP and related services from another LPEP Provider.

(ii) While the LPEP Provider's License is suspended, the Provider must not enter into any new contracts with Street Hail Livery Licensees for sale, lease or use of the LPEP approved under the suspended License, but may renew, at the option of the Street Hail Livery Licensee, the existing contracts with Street Hail Livery Licensees who are using the LPEP approved under the suspended License.

(iii) While the LPEP Provider's License is suspended, the LPEP Provider must continue to provide to such Street Hail Livery Licensees all services required by this Chapter, including but not limited to Maintenance Service, and will be subject to all monetary fines that apply as if their LPEP Provider License were not suspended. If the Street Hail Livery Licensee opted to terminate its contract with the LPEP Provider or to not renew its contract while the LPEP license is suspended, the LPEP Provider must provide such services for:

A. one hundred twenty (120) days after the end date of the suspension period, or

B. until all such Street Hail Livery Licensees have obtained LPEPs and related services from other LPEP Providers, whichever is earlier.

(iv) If the Street Hail Livery Licensee opted to terminate or not renew its contract with the LPEP Provider while the LPEP license is suspended, the LPEP Provider must provide de-installation at no charge and refunds as described in subdivision (d)(1)(iv) above to each Street Hail Livery Licensee who used the LPEP approved under the suspended License.

(3) Revocation.

(i) If an LPEP Provider's License has been revoked by the Commission, the LPEP Provider must immediately notify:

(A) the Commission of the date of License revocation; and

(B) each Street Hail Livery Licensee who is using the LPEP approved under the revoked License that:

- its contract with the LPEP Provider will be deemed terminated ninety (90) days following the date of License revocation, or
- may be terminated earlier by the Street Hail Livery Licensee giving written notice of termination, and,
- that the Street Hail Livery Licensee has up to ninety (90) days from the date of License revocation to obtain an LPEP and related services from another LPEP Provider.

(ii) Upon revocation of the LPEP Provider's License, the Provider must not:

A. enter into any new contracts with Street Hail Livery Licensees for sale, lease or use of the LPEP approved under the revoked License, or

B. renew the existing contracts with Street Hail Livery Licensees who are using the LPEP approved under the revoked License.

(iii) Upon revocation of the LPEP Provider License, if the LPEP approved under the revoked License is functioning properly, the LPEP Provider must continue to provide to such Street Hail Livery Licensees all services required by this Chapter, including but not limited to Maintenance Service, and will be subject to all monetary fines that apply as if their LPEP Provider License were not revoked, for:

A. one hundred fifty (150) days after License revocation, or

B. until all such Street Hail Livery Licensees have obtained LPEPs and related services from other LPEP Providers,

whichever is earlier.

(iv) If the LPEP is not functioning properly, the LPEP Provider must cease its operations with respect to such LPEP.

(v) An LPEP Provider whose License has been revoked must provide de-installation at no charge and refunds as described in subdivision (d)(1)(iv) above to each Street Hail Livery Licensee who used the LPEP approved under the revoked License.

§83-02(d)	Penalty: $500-$1,000 fine	Appearance REQUIRED

§83-03 Definitions Specific to this Chapter

(a) *Accessible Street Hail Livery* shall have the same meaning given such term in §51-03 of these Rules.

(b) *Applicant* in this Chapter means an Applicant for an original or renewal LPEP Provider License.

(c) *Automatic Vehicle Location System or AVL* shall have the same meaning given such term in §51-03 of these Rules.

(d) *Core Services* shall have the same meaning given such term in §51-03 of these Rules.

(e) *Credit, Debit, and Prepaid Card Services.* The portion of the LPEP used to process Passenger payment of fare in a Street Hail Livery by credit, debit, or prepaid card as described in §83-31(a) of these Rules.

(f) *Critical Performance Failure.* A failure of the LPEP or any of its components that satisfies any of the conditions set forth in §83-31(j) of these Rules.

(g) *Dispatch* shall have the same meaning given such term in §51-03 of these Rules.

(h) *Driver Information Monitor or DIM.* The display unit that is part of the LPEP, enables Street Hail Livery Drivers at a minimum to receive and send text messages, and has the features described in §83-31(b) of these Rules.

(i) *Emergency Public Service Announcement or Emergency PSA.* A Public Service Announcement that addresses an imminent public health, safety or welfare concern.

(j) *Epilogue.* The series of screens to be run on a Passenger Information Monitor that offers advertising at the end of each trip as described in §83-31(d)(4)(i)(A) of these Rules.

(k) *Hail Exclusionary Zone* shall have the same meaning given such term in §51-03 of these Rules.

(l) *Hail Trip* shall have the same meaning given such term in §51-03 of these Rules.

(m) *Hardware* shall have the same meaning given such term in §51-03 of these Rules.

(n) *Help Desk.* The telephonic and electronic support provided by the LPEP Provider on a 24 x 7 x 365 Basis with the operation of the LPEP. Telephonic support must be accessed by a toll-free number.

(o) *Information System.* An interconnected set of information resources under the same direct management control that shares common functionality. An Information System normally includes Hardware, Software, information, data, applications, communications, and people.

(p) *License.* When the term "License" is used by itself in this Chapter—and in this Chapter ONLY—it refers to an LPEP Provider License.

(q) *Licensee.* When the term "Licensee" is used by itself, in this Chapter-- and in this Chapter ONLY-- it refers to an LPEP Provider Licensee.

(r) *Maintenance Service.* All of the services required to be provided by the LPEP Provider pursuant to §83-22 of these Rules.

(s) *Merchant* shall have the same meaning given such term in §51-03 of these Rules.

(t) *Modification of LPEP*. Any modification to the LPEP or related services after the Commission has issued a License for such LPEP that would materially alter any of the following:

(1) functionality, performance characteristics, security measures, or technical environment of the LPEP or related services;

(2) interfaces to the Software, Hardware, network, or other LPEP components;

(3) the manner in which the LPEP or related services are provided;

(4) the manner in which the Commission, Street Hail Livery Licensees, Street Hail Livery Drivers or Passengers use the LPEP or related services; or

(5) the composition of the LPEP or related services.

A Modification of LPEP excludes:

(6) fixes and/or maintenance patches necessary to conform the LPEP or any of its components or related services to the requirements set forth in §83-31 of these Rules; and

(7) security patches to the extent such fixes or patches are necessary in the LPEP Provider's good faith judgment to maintain the continuity of the LPEP or related services or to correct an event or occurrence that would, if uncorrected, substantially prevent, hinder or delay proper operation of the LPEP or related services.

(u) *On-duty Hail Exclusionary Zone Positioning*. The date, time and geographic position of an on-duty Street Hail Livery (with or without Passengers) upon the point of entering and leaving the Hail Exclusionary Zone, and at each point in the vehicle's route within the Hail Exclusionary Zone in near real time at an interval no less frequent than every thirty (30) seconds.

(v) *On-duty Location Positioning*. The date, time and geographic position of an on-duty Street Hail Livery (with Passengers) at the commencement and end of each Passenger fare, and (with or without Passengers) at each point in the vehicle's route in near real time at an interval no less frequent than every thirty (30) seconds.

(w) *Passenger Information Monitor or PIM* in this chapter and this chapter only shall mean the interactive screen in the rear of Street Hail Liveries that provides, among other features, fare payment screens at the end of the trip and may or may not display advertising.

(x) *Passenger Route Map.* The interactive route map featured in the PIM for viewing by a Passenger and as further described in §83-31(d)(4)(ii) of these Rules.

(y) *Passenger Surveys.* In-vehicle surveys on the Passenger Information Monitor that can be taken by Passengers as described in §83-31(d)(4)(i)(C) of these Rules.

(z) *PCI Standards*. The Payment Card Industry Data Security Standards issued by the Payment Card Industry Security Standards Council as they may change from time to time. See www.pcisecuritystandards.org

(aa) *Performance Failure*. An event that causes the LPEP or the related services to fail to satisfy any of the Service Levels required in §83-31(i) of these Rules.

(bb) *Personal Information.* Any information that can specifically identify an individual, such as name, address, social security number, unmasked or non-truncated credit, debit, or prepaid card numbers, together with any other information that relates to an individual who has been so identified, and any other information that is otherwise subject to privacy or confidentiality laws and associated rules and regulations. The display or disclosure of only the last four digits of a credit, debit, or prepaid card number is not Personal Information. The name of a Street Hail Livery Driver and the Driver's Commission license number is not Personal Information.

(cc) ***Pre-Arranged Exclusionary Zone* shall have the same meaning given such term in §51-03 of these Rules.**

(dd) *Prologue*. The series of screens to be run on a Passenger Information Monitor at the start of each trip as described in §83-31(d)(4)(i)(A) of these Rules.

(ee) *Public Service Announcement or PSA.* A governmental public service announcement to Passengers and/or Street Hail Livery Drivers from the Commission, the City or any other City agency.

(ff) *Screen* shall mean a display screen in a Street Hail Livery which displays at the least fare payment information at the end of a trip.

(gg) *Security Incident.* The attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System.

(hh) *Service Levels.* The standards of performance of the LPEP and its components that are described in §83-31(i) of these Rules.

(ii) *Software* shall have the same meaning given such term in §51-03 of these Rules.

(jj) *Street Hail Livery* shall have the same meaning given such term in §51-03 of these Rules.

(kk) *Street Hail Livery Base* shall have the same meaning given such term in §51-03 of these Rules.

(ll) *Street Hail Livery Driver* shall have the same meaning given such term in §51-03 of these Rules.

(mm) *Street Hail Livery License* shall have the same meaning given such term in §51-03 of these Rules.

(nn) *Street Hail Livery Licensee* shall have the same meaning given such term in §51-03 of these Rules.

(oo) *Street Hail Livery Technology System or LPEP* shall have the same meaning given such term in §51-03 of these Rules.

(pp) *Street Hail Livery Technology System Provider or LPEP Provider* shall have the same meaning given such term in §51-03 of these Rules.

(qq) *Street Hail Livery Technology System Provider License or LPEP Provider License*. A license issued to a Street Hail Livery Technology System Provider pursuant to this Chapter.

(rr) *Street Hail Livery Technology System Provider Licensee or LPEP Provider Licensee.* The Street Hail Livery Technology System Provider to whom a Street Hail Livery Technology System Provider License is issued pursuant to this Chapter.

(ss) *Taximeter* shall have the same meaning given such term in §51-03 of these Rules.

(tt) *Technical Standards.* Performance-based or design-specific technical specifications and related management systems practices.

(uu) *TLC Content.* The content defined in §83-31(d)(4)(i) of these Rules.

(vv) *Trip Data* shall have the same meaning given such term in §51-03 of these Rules.

(ww) *24 x 7 x 365 Basis.* A level of effort provided by the LPEP Provider that makes the applicable service relating to the LPEP available 24 hours per day, 7 days per week, 365 days per year without regard to local, national, international or other holidays or events.

(xx) *Update.* All revisions, updates, modifications, corrections, releases, versions, fixes and enhancements to Software or Hardware that is a component of the LPEP.

§83-04 Licensing – General Requirements

(a) *Licensees.* An Applicant for an LPEP Provider License or its renewal may be an individual or a Business Entity.

(b) *License for each LPEP.* An application for a new or renewal LPEP Provider License must be filed for each LPEP for which Commission approval is sought. A separate LPEP Provider License will be issued or renewed for each approved LPEP. All License requirements of this Chapter apply to each License to be issued or renewed.

(c) *Certification.* Any new or renewal application for an LPEP Provider License must be filed on a form approved by the Chairperson. The Applicant must swear (or affirm) that the information in the Application is true, under penalty of perjury.

(d) *Proof of Identity.* The individual or Business Entity Person submitting the application for an LPEP Provider License must provide to the Commission proof of identity with all of the following:

(1) A valid form of photo identification issued by the United States, a state or territory, or any political subdivision of a state or territory

(2) A valid, original social security card

(e) *Age.* The individual or Business Entity Person applying for an LPEP Provider License or its renewal must be at least 18 years of age.

(f) *Proficiency in the English Language.* The individual or Business Entity Person applying for an LPEP Provider License or its renewal must be able to speak, read, write, and understand the English language.

(g) *Fit to Hold a License.* The individual or Business Entity Person applying for an LPEP Provider License or its renewal must demonstrate that they are Fit to Hold a License.

(h) *Partnership Filings.* When the Applicant is a partnership, it must file with its License application a certified copy of the partnership certificate from the clerk of the county where the principal place of business is located. In addition, each partner must satisfy the requirements of identity, age, and English language proficiency, as specified in subdivisions (d) – (f), above.

(i) *Corporate or LLC Filings.* When the Applicant is a corporation, it must file with its License application all of the following:

(1) One of the following certificates:

(i) A certified copy(ies) of its certificate(s) of incorporation with a filing receipt issued by the secretary of state if the Applicant was incorporated less than one year from the date of the License application

(ii) A certificate of good standing if the Applicant was incorporated more than one year from the date of the License application

(iii) A copy of the certificate of incorporation, filing receipt, and authority to do business within the State of New York if the Applicant is an out-of-state corporation

(2) A list of its officers and shareholders, including names, residence addresses, telephone numbers, and percentage of ownership interest of each shareholder

(3) A certified copy of the minutes of the organizational meeting at which the current officers were elected

(4) *Limited Liability Companies (LLCs).* When the Applicant is a limited liability company, it must file with its application all of the following:

(i) A copy of its articles of organization

(ii) A copy of its operating agreement

(iii) A list of the members, with the percentages of the Applicant owned by each.

(j) *Uniqueness of Name.* The Commission has the right to reject the proposed name of any LPEP Provider that the Commission finds to be substantially similar to any name in use by another LPEP Provider Licensee.

(k) *Payment of Fines and Fees.*

(1) An Applicant, including an applicant for a renewal License, must pay, and provide proof of payment of, any outstanding fines or fees owed by the Applicant to

(i) the Commission,

(ii) NYC Department of Finance,

(iii) NYC Department of Consumer Affairs,

(iv) NYS DMV's Traffic Violations Bureau, and

(v) any of their successor agencies.

(2) This requirement includes payment of fines and fees owed as of the date of the application by

(i) any Business Entity Persons of the Applicant

(ii) any Business Entity of which the Applicant is a Business Entity Person, and

(iii) any Business Entity of which a Business Entity Person of Applicant is also a Business Entity Person.

(l) *Address*. An Applicant must give the Commission the Applicant's current Mailing Address and Email Address as required by §83-17 of these Rules.

§83-05 Licensing – Specific Requirements

(a) *LPEP Approval for New License*. The Commission shall not issue an LPEP Provider License to any Applicant unless the Commission approves the LPEP proposed for sale, lease or use by the Applicant. In determining whether to approve the LPEP, the Commission will consider, in its sole discretion, whether the documentation required to be submitted by the Applicant pursuant to §83-05(b) below adequately demonstrates that the LPEP complies with all of the requirements set forth in §83-31 of these Rules, or as such requirements may be waived or modified by the Commission pursuant to subdivision (g) of this section.

(b) *Documentation for LPEP Approval*. The Applicant shall submit with its License application the following documentation:

(1) An acceptance test plan that uses information technology industry testing tools, techniques and methodologies designed to comprehensively test whether the LPEP and related services comply with all of the requirements set forth in §83-31(a)-(e) and (i) of these Rules, or as such requirements may be waived or modified by the Commission pursuant to subdivision (g) of this section;

(2) Documentation demonstrating that an independent third party with relevant expertise, acceptable to the Commission, has performed

acceptance testing consistent with the acceptance test plan, and certification by the independent third party of the successful results of the acceptance testing;

(3) Documentation demonstrating that an independent third party with relevant expertise, acceptable to the Commission, has performed security testing of the LPEP and related services to determine compliance with the security standards set forth in §83-31(f) of these Rules, or as such standards may be waived or modified by the Commission pursuant to subdivision (g) of this section, and certification by the independent third party of the successful results of the security testing; and

(4) A disaster recovery plan that complies with the requirements set forth in §83-31(g) of these Rules;

(c) *Modification of LPEP*. If after the LPEP Provider License is issued pursuant to this Chapter, the LPEP Provider Licensee wants to implement a Modification of LPEP, the Licensee must submit an application for approval of a Modification of LPEP by submitting all documentation required by subdivision (b) of this section and the fee required in §83-08(c) of these Rules. The Commission will treat the submission as an application for a new LPEP Provider License. If the Commission approves the Modification of LPEP, the existing LPEP Provider License will apply to the modified LPEP.

(d) *LPEP Approval Upon Renewal*. If upon renewal of the LPEP Provider License,

(1) the Licensee seeks approval of a Modification of LPEP, the Licensee must meet all of the requirements applicable to a Modification of LPEP pursuant to subdivision (c) of this section; or

(2) the Licensee does not seek approval of a Modification of LPEP and there has been no Modification of LPEP since the prior Commission approval of the License or prior Commission approval of a Modification of LPEP, the Licensee must certify this and also certify that all prior certifications by independent third parties submitted to the Commission are still valid.

(e) *Required Insurance*. After submission of an application for a new LPEP Provider License, an Applicant must provide to the Commission proof of the insurance required in this subdivision (e) when the Commission requests it. Upon submission of an application to renew an LPEP Provider License, the Licensee must provide to the Commission proof of the insurance required in this subdivision (e).

(1) Commercial General Liability Insurance.

(i) The Applicant shall maintain Commercial General Liability ("CGL") Insurance covering the Applicant as Named Insured and the City as an Additional Insured in the amount of at least Five Million Dollars ($5,000,000) per occurrence. Such insurance must protect the City and the Applicant from claims for property damage and/or bodily injury, including death that may arise from any of the operations performed or to be performed by or on behalf of the Applicant in connection with any of the activities licensed under this Chapter. Coverage under this insurance must be at least as broad as that provided by the most recently issued Insurance Services Office ("ISO") Form CG 0001, and must be "occurrence" based rather than "claims-made."

(ii) If the Applicant's subcontractor(s) is/are performing or will perform operations in connection with any of the activities licensed under this Chapter, either the Applicant's CGL Insurance under item (i) above must cover the subcontractor(s) or such subcontractor(s) must maintain its/their own CGL Insurance subject to all other requirements herein.

(iii) Such CGL Insurance must name the City, together with its officials and employees, as an Additional Insured with coverage at least as broad as the most recently issued ISO Form CG20 10.

(2) Professional Liability Insurance.

(i) In the Commission's discretion, if professional services will be performed by the Applicant in connection with any of the activities licensed under this Chapter, the Applicant must maintain and submit evidence of Professional Liability ("PL") Insurance appropriate to the type(s) of services performed by the Applicant in the amount of at least One Million Dollars ($1,000,000) per claim. The policy or policies must include an endorsement to cover the liability assumed by the Applicant under this Chapter arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Applicant or anyone employed by the Applicant.

(ii) If the Applicant's subcontractor(s) is/are performing or will perform professional services in connection with any of the activities licensed under this Chapter for which PL Insurance is reasonably commercially available, either the Applicant's PL Insurance under item (i) above must cover the subcontractor(s) or such subcontractor(s) must maintain its/their own PL Insurance subject to all other requirements herein.

(iii) Claims-made policies will be accepted for Professional Liability Insurance. All such policies must have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Applicant must purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

(3) Crime Insurance.

(i) The Applicant must maintain crime insurance to protect against employee dishonesty, covering tangible property or monies against loss, damage or destruction resulting from larceny, theft, embezzlement, forgery, robbery, misappropriation, willful misapplication or other fraudulent or dishonest acts committed by the Applicant's employees or agents. The liability limits under the policy shall be at least One Million Dollars ($1,000,000) per occurrence.

(ii) If the Applicant's subcontractor(s) is/are performing or will perform operations in connection with any of the activities licensed under this Chapter, either the Applicant's crime insurance under item (i) above must cover the subcontractor(s) employees or agents or such subcontractor(s) must maintain its/their own crime insurance subject to all other requirements herein.

(4) Workers' Compensation, Disability Benefits, and Employer's Liability Insurance.

The Applicant must maintain, and ensure that its subcontractor(s) who is/are performing or will perform services in connection with any of the activities licensed under this Chapter maintain, Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance in accordance with the laws of the State of New York on behalf of, or with regard to, all employees performing services to the Applicant in connection with any of the activities licensed under this Chapter. For clarity, this paragraph (4) shall not be applicable to Street Hail Livery Drivers, and individuals or business entities employed by any LPEP Provider or its subcontractor(s) who under applicable law are deemed to be independent contractors and not employees.

(5) Unemployment Insurance. To the extent required by law, the Applicant must provide Unemployment Insurance for its employees.

(6) Business Automobile Liability Insurance.

(i) If vehicles are being used or will be used by the Applicant in

connection with any of the activities licensed under this Chapter, then the Applicant must maintain Business Automobile Liability ("BAL") Insurance in the amount of at least One Million Dollars ($1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with any of the activities licensed under this Chapter. Coverage must be at least as broad as the most recently issued ISO Form CA0001.

(ii) If vehicles are being used or will be used by the Applicant's subcontractor(s) in connection with any of the activities licensed under this Chapter, either the Applicant's BAL Insurance under item (i) above must cover the subcontractor(s) or such subcontractor(s) must maintain its/their own BAL Insurance subject to all other requirements herein.

(iii) For clarity, this paragraph (6) shall not apply to any Street Hail Livery, Street Hail Livery vehicle owner or Street Hail Livery Driver, and the LPEP Provider as such shall not be responsible for obtaining any insurance for Street Hail Liveries.

(7) General Requirements for Insurance Coverage and Policies.

(i) All required insurance policies must be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII" or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Commission.

(ii) All insurance policies must be primary (and non-contributing) to any insurance or self-insurance maintained by the City.

(iii) The Applicant must be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

(iv) There must be no self-insurance program with regard to any insurance required under this subdivision (e) unless approved in writing by the Commission. Any such self-insurance program must provide the City with all rights that would be provided by traditional insurance required under this subdivision (e), including but not limited to the defense obligations that insurers are required to undertake in liability policies.

(v) The City's limits of coverage for all types of insurance required

under this subdivision (e) must be the greater of:
(A) the minimum limits set forth in this subdivision (e); or
(B) the limits provided to the Applicant as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

(8) Proof of Insurance.

(i) For Workers' Compensation Insurance, Disability Benefits Insurance, and Employer's Liability Insurance, the Applicant must file one of the following:

(A) C-105.2 Certificate of Workers' Compensation Insurance;

(B) U-26.3 -- State Insurance Fund Certificate of Workers' Compensation Insurance;

(C) Request for WC/DB Exemption (Form CE-200);

(D) Equivalent or successor forms used by the New York State Workers' Compensation Board; or

(E) Other proof of insurance in a form acceptable to the Commission

ACORD forms are not acceptable proof of workers' compensation coverage.

(ii) For each policy required under this subdivision (e), except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Applicant must file a Certificate of Insurance with the Commission. All Certificates of Insurance must be:

(A) in a form acceptable to the Commission and certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits;

(B) accompanied by the endorsement in the Applicant's Commercial General Liability Insurance policy by which the City has been made an additional insured pursuant to subdivision (e)(1)(iii) above; and

(C) accompanied by either a duly executed "Certification by Broker" in the form provided by the Commission or copies of all policies referenced in the Certificate of Insurance. If complete policies have not yet been issued, binders are

acceptable, until such time as the complete policies have been issued, at which time such policies must be submitted.

(iii) The Applicant must provide the Commission with a copy of any policy required under this subdivision (e) upon demand by the Commission or the New York City Law Department.

(iv) Acceptance by the Commission of a certificate or a policy does not excuse the Licensee from maintaining policies consistent with all provisions of this subdivision (e) (and ensuring that subcontractors maintain such policies) or from any liability arising from its failure to do so.

(vi) If the Licensee receives notice, from an insurance company or other person, that any insurance policy required under this subdivision (e) will expire, be cancelled, or terminated for any reason, the Applicant must immediately forward a copy of the notice to the Commission and the New York City Comptroller at:

NYC Taxi and Limousine Commission
Attn: General Counsel
33 Beaver Street 22nd Floor
New York, New York 10004

New York City Comptroller
Attn: Office of Contract Administration
Municipal Building, One Centre Street, Room 1005
New York, New York 10007.

(9) Miscellaneous Insurance Provisions.

(i) Whenever notice of loss, damage, occurrence, accident, claim or suit is required under a Commercial General Liability policy maintained in accordance with this subdivision (e), the Licensee must provide the insurer with timely notice thereof on behalf of the City. Such notice must be given even where the Licensee may not have coverage under such policy (for example, where one of Licensee's employees was injured). Such notice must expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured" and contain the following information:

- the number of the insurance policy;
- the name of the named insured;
- the date and location of the damage, occurrence, or accident;

- the identity of the persons or things injured, damaged, or lost; and
- the title of the claim or suit, if applicable.

The Licensee must simultaneously send a copy of such notice to:

The City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division,

New York City Law Department,

100 Church Street, New York, New York 10007.

If the Licensee fails to comply with the requirements of this subdivision (e)(9)(i), the Licensee must indemnify the City for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

(ii) Insurance coverage in the minimum amounts required in this subdivision (e) shall not relieve the Licensee of any liability for indemnification under this Chapter.

(iii) The Licensee waives all rights against the City, including its officials and employees for any damages or losses that are covered under any insurance required under this subdivision (e) (whether or not such insurance is actually procured or claims are paid under such insurance) or any other insurance applicable to the activities of the Licensee and/or its subcontractors required to be licensed under this Chapter.

(iv) If the Licensee requires any subcontractor to procure insurance in connection with any of the activities licensed under this Chapter and requires the subcontractor to name the Licensee as an additional insured under such insurance, the Licensee must ensure that such entity also names the City, including its officials and employees, as an additional insured with coverage at least as broad as the most recently issued ISO form CG 20 26.

(f) *Renewals of Required Insurance Policies.* The LPEP Provider Licensee must submit to the Commission Certificates of Insurance confirming renewals of insurance before coverage of insurance policies required under subdivision (e) above expires. Certificates of Insurance must comply with the requirements of subdivision (e)(8)(i) or (ii) above, as applicable.

§83-05(f)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(g) *Waivers or Modifications.* Except where expressly prohibited by law, the Commission may, in its discretion, waive or modify any requirements for licensing under this Chapter in the interests of public safety and convenience. Requests for waivers or modifications must be submitted in writing to the Commission.

§83-06 Licensing – Bond Required

(a) *Amount of Bond.* An Applicant for an LPEP Provider License or renewal must deposit or have deposited with the Commission a fifty thousand dollar ($50,000) bond per LPEP Provider payable to the City of New York. The bond must be provided by one or more sureties approved by the Commission.

(b) *Bond Guarantees*. The bond must guarantee that the License Applicant or Licensee will:

- comply with all applicable provisions of law and rules of the Commission,
- pay all fines imposed by the Commission, and
- pay all judgments or settlements arising from any action connected in any way with the LPEP Provider License.

(c) *Fines and Judgments.* The LPEP Provider Licensee is immediately liable for the payment of any fine or judgment when the amount is determined or upon final determination of an appeal. If the fine is not paid as required by § 83-02(c) of these Rules, the Commission may draw upon the bond.

§83-07 Licensing – Financial Disclosure

Each individual Applicant and each Business Entity Person of a Business Entity Applicant for a new or renewal LPEP Provider License must file a financial disclosure statement with the Commission. This financial disclosure statement must be on a form approved by the Chairperson and must include a list of assets, liabilities and bank accounts and must specify any interest in any Street Hail Livery and any other information requested by the Chairperson.

§83-08 Licensing – Fees and Term of License

(a) *Annual Fee.* Every application for a new or renewal LPEP Provider License must be accompanied by a non-refundable application fee of $500 for each License to be issued or renewed for the term as provided in subdivision (h) of this section. If the License term is for more than six months and less than one year, the fee will be prorated.

(b) *Half-Year Fee.* The application fee for any LPEP Provider License to be issued for a term of six months or less will be one-half of the annual fee.

(c) *Modification of LPEP Fee*. Every application for approval of a Modification of LPEP must be accompanied by a non-refundable application fee of $500 for each LPEP for which a Modification of LPEP is sought.

(d) *Form of Payment.* All application fees must be paid by credit card, money order, or certified check.

(e) *No Refund if Application Denied.* The Commission will not refund fees if it denies or disapproves the application.

(f) *License Replacement Fee*. The fee to replace any lost, damaged or destroyed License is $25.

(g) *Late Filing Fee.* If the Commission allows a late filing for a renewal application, there will be an additional late filing fee of $25.

(h) *Term of License.* The term of an LPEP Provider License will be one year or less and each License will expire on October 31st.

(i) *When to File for Renewal*.

(1) To avoid a late fee, a renewing Applicant must file a completed application at least sixty (60) days before the expiration date of the License.

(2) A renewing Applicant may file a completed application less than sixty (60) days before the expiration date as a "late application". The fee for the late application will be $25.

(3) The postmark date is the date of filing for an application that is filed by mail. The date of submission is the date of filing for an application that is filed in person.

(4) The Commission will not accept a renewal application after the expiration date of the License. If the application is not filed before the expiration date, the License cannot be renewed.

(j) *Suspended Licenses*.

(1) If a License is suspended and it is also due to be renewed, the Licensee must apply for renewal as required in subdivision (i) above if the Licensee wants to renew the License. Failure to complete the renewal requirements means that the License cannot be renewed.

(2) A License that is suspended is not Valid and cannot be used until the suspension ends. This is true even if the Applicant has filed an application for a renewal.

§83-09 Licensing – Cause for Denial

(a) *Failure to Continuously Comply.* Whenever the Commission determines that the LPEP Provider Licensee no longer meets the requirements for the License, the Commission may suspend or revoke the License and deny any application for renewal.

(b) *Summary Suspension.* Nothing in this section limits the authority of the Commission to summarily suspend any LPEP Provider License when a threat to public health, safety, or welfare exists.

(c) *Failure to Complete Application Requirements*

(1) The Chairperson may deny an application for a new License if the Applicant has not completed all the requirements of an application within ninety (90) days of the date the application is filed.

(2) The Chairperson may deny an application for a renewal License if the Applicant has not completed all the requirements of an application by the expiration date of the prior License.

(d) *Additional Consideration of an Application.* If a review of the application leads the Chairperson to believe that the Applicant may not be Fit to Hold a License, the Chairperson may seek additional information from the Applicant. This request for additional information may be an in-person interview, telephone call, letter, e-mail, or other method of communication. This additional consideration may result in the denial of the application. Failure to provide any requested information within the time frame requested, or failure to appear at a scheduled interview will result in a denial of the application.

§83-10 General Requirements – Unlicensed Activity

LPEP Provider License Required. An individual or Business Entity must not sell, lease, make available for use, install, maintain, service or repair an LPEP in any Street Hail Livery, or enter into or renew a contract with a Street Hail Livery Licensee for the sale, lease, use, installation, maintenance, service or repair of an LPEP without a Valid LPEP Provider License.

§83-10	Penalty: $10,000	Appearance REQUIRED

§83-11 General Requirements – Compliance with Applicable Law

(a) *Licenses and Permits.* An LPEP Provider Licensee must obtain licenses and permits required by applicable local law, state or federal law.

(b) *Occupational Safety & Health Administration.* An LPEP Provider Licensee must comply with all applicable Occupational Safety and Health Administration (OSHA) standards and requirements at the Licensee's place of business, as well as all other federal, state, and local laws governing its business.

(c) *Payment of All Fines and Fees*. An LPEP Provider Licensee must pay all fines, fees, and taxes it owes to any federal, state, or local governmental jurisdiction when they are due.

(d) *Workers' Compensation Laws.* An LPEP Provider Licensee must comply with all laws regarding workers' compensation and disability benefits, as well as all federal laws regarding the withholding of taxes and payment of FICA and other withholding taxes.

§83-11(a)-(d)	Penalty: $500-$1,000 fine and/or suspension until compliance	Appearance REQUIRED

§83-12 General Requirements – Indemnification

(a) *General Indemnification.* An LPEP Provider Licensee must defend, indemnify and hold the City, its officers and employees harmless from any and all third-party claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any injuries or death to any person or damage to any property and from costs and expenses (including reasonable attorneys' fees) to which the City, its officers and employees may be subjected or which it may suffer or incur allegedly arising out of any operations of the LPEP Provider Licensee and/or its employees, agents or subcontractors in connection with any of the activities licensed under this Chapter to the extent resulting from any negligent act of commission or omission, any intentional tortious act, or failure to comply with any of the provisions of this Chapter. Insofar as the facts or law relating to any third-party claim would preclude the City from being completely indemnified by the LPEP Provider Licensee, the City shall be partially indemnified by the LPEP Provider Licensee to the fullest extent permitted by law.

(b) *Infringement Indemnification.* An LPEP Provider Licensee must defend, indemnify and hold the City harmless from any and all third-party claims (even if the allegations of the lawsuit are without merit) or judgments for damages and from costs and expenses (including reasonable attorneys' fees) to which the City may be subjected or which it may suffer or incur allegedly arising out of or in connection with any infringement by the LPEP Provider Licensee, its agents or subcontractors of any copyright, trade secrets, trademark or patent rights or any other property or personal right of any third party in the conduct of the licensed activities. Insofar as the facts or law relating to any third-party claim would preclude the City from being completely indemnified by the LPEP Provider Licensee, the City shall be partially indemnified by the LPEP Provider Licensee to the fullest extent permitted by law.

(c) *Not Limited by Insurance.* The indemnification obligations set forth in this section shall not be limited in any way by the LPEP Provider Licensee's obligations to obtain and maintain insurance as provided in §83-05(e) of these Rules.

§83-12(a)-(b)	Penalty: $500-$1,000 fine and/or suspension until compliance	Appearance REQUIRED

§83-13 Business Requirements – Premises

An LPEP Provider must operate its business only within the structures described in the certificate of occupancy for the premises. No installation, service, or repairs of any type can be performed on a public street or any facility other than the LPEP Provider's premises.

§83-13	Penalty: $500-$1,000 fine	Appearance REQUIRED

§83-14 Business Requirements – Signage

(a) At all times, an LPEP Provider must maintain a sign that displays its business name, LPEP Provider License number and the words, "*Licensed Street Hail Livery Technology System Provider".* This sign must meet the specifications of the Commission and be hung or mounted on the outside of the premises so that it is easily visible to the public. An LPEP Provider must not display the foregoing sign if its LPEP Provider License or any other necessary license is expired, suspended, or revoked.

(b) Each Licensed LPEP Provider must also display, on each of its business premises, a printed sign bearing its business name, License number, and the TLC complaint number. This sign must be affixed to the inside of a front window or glass pane so that it is clearly legible from the outside. This sign is not required when the business premises do not have any front windows or glass panes.

§83-14(a)-(b)	Penalty: $100 fine	Appearance NOT REQUIRED

§83-15 General Requirements – Unlawful Activities Prohibited

(a) An LPEP Provider Licensee must not use or permit any other person to use his business premises or office of record for any unlawful purpose.

§83-15(a)	Penalty: $350-$1,000 fine and/or suspension up to 30 days or revocation	Appearance REQUIRED

(b) An LPEP Provider Licensee must not conceal any evidence of a crime connected with his business premises or office of record.

§83-15(b)	Penalty: $350-$1,000 fine and/or suspension up to 30 days or revocation	Appearance REQUIRED

(c) An LPEP Provider Licensee must immediately report to the Commission and the police any attempt to use his business premises to commit a crime.

§83-15(c)	Penalty: $100-$350 fine and/or suspension up to 30 days	Appearance REQUIRED

(d) An LPEP Provider Licensee must not file with the Commission any statement that he or she knows or reasonably should know to be false, misleading, deceptive, or materially incomplete.

§83-15 (d)	Penalty: $10,000 fine and revocation	Appearance REQUIRED

§83-16 General Requirements – Notice to TLC

(a) *Material Change in Information.* An LPEP Provider Licensee must notify the Commission of any material change in the information contained in its current LPEP Provider License application or renewal.

§83-16(a)	Penalty: $500-$1,000 fine and/or suspension up to 30 days	Appearance REQUIRED

(b) *Suspension or Revocation of License.* An LPEP Provider Licensee must immediately notify the Commission in writing of any suspension or revocation of any license granted to the Licensee, or any other person acting on his or her behalf, by any agency of the City or State of New York, or the government of the United States.

§83-16(b)	Penalty: $500-$1,000 fine and suspension until compliance	Appearance REQUIRED

§83-17 Business Requirements – Mailing and Email Address

(a) Each LPEP Provider must designate and provide the Commission the street address of its primary LPEP Provider location as its Mailing Address.

(b) An LPEP Provider must have and provide the Commission a working Email Address and telephone number at all times.

(c) An LPEP Provider must report any change of Mailing Address, Email Address and telephone number to the Commission in person or by mail within ten days.

§83-17(a)-(c)	Fine: $100	Appearance NOT REQUIRED

(d) Any communication from the Commission is sufficient if sent to the last Mailing Address provided by the LPEP Provider.

(e) Any communication from the Commission, except notices and summonses for which the manner of service is specified in §68-05 of these Rules, is sufficient if sent by email to the last Email Address provided by the LPEP Provider.

§83-18 Business Requirements – Change in Business Ownership

(a) *Approval for Transfer of Ownership.* An LPEP Provider Licensee must not transfer any ownership interest in the LPEP Provider or make any change in the officers, directors, members, partners or general partners without the prior consent of the Commission. This prohibition covers the transfer of any ownership interest or any agreement to transfer an ownership interest in the future.

§83-18(a)	Penalty: $1,000-$5,000 fine and suspension until consent of Commission is obtained or change in business ownership is withdrawn, or revocation	Appearance REQUIRED

(b) *Approval for Change to Application Information.* An LPEP Provider Licensee must obtain the Commission's approval before making any change in the location of its business premises where it interacts with customers, the location of its facility where installation and/or repairs of LPEPs are performed, mailing address, corporate name, trade name, or any other material deviation from the description of the LPEP Provider as stated in the original or renewal application.

§83-18(b)	Penalty: $500-$1,000 fine	Appearance REQUIRED

§83-19 Business Requirements – Fees Charged by Licensees

(a) *Filing of Fee Schedule with TLC.* An LPEP Provider Licensee must file with the Commission a current schedule of fees for:

(1) Services related to the sale, lease, use, installation, maintenance, service or repair of the LPEP approved under this Chapter;

(2) Credit, debit, and prepaid card processing charges imposed by the LPEP Provider and by the credit/debit/prepaid card services provider;

(3) Training provided by the LPEP Provider over and above the training required by §83-20(i) of these Rules;

(4) Late payment charges, if any, for undisputed, invoiced amounts that are not paid by the Street Hail Livery Licensee on or before thirty (30) days from the due date;

(5) De-installation of an LPEP; and

(6) Moving an LPEP from one vehicle to another.

§83-19(a)	Penalty: $50 fine	Appearance NOT REQUIRED

(b) *Filing of Fee Changes with TLC.* An LPEP Provider Licensee must file any change in fees with the Commission at least ten (10) days before the fees are scheduled to change.

§83-19(b)	Penalty: $50 fine	Appearance NOT REQUIRED

(c) *Prominent Display of Fee Schedule*. An LPEP Provider Licensee must not engage in any activity required to be licensed under this Chapter unless a current fee schedule as set forth in Rule 83-19(a) is displayed clearly to the public on the business premises. All fee schedules must be filed with the Commission before being displayed.

§83-19(c)	Penalty: $50 fine	Appearance NOT REQUIRED

(d) *Overcharges Prohibited.* In any transaction involving LPEPs and related services, an LPEP Provider Licensee must not charge more than the fees set by its fee schedule.

§83-19(d)	Penalty: $50 fine	Appearance NOT REQUIRED

(e) *Advertising and Sponsorship Rates.* An LPEP Provider Licensee must file with the Commission a schedule of current rates for commercial advertising and sponsorships on the Passenger Information Monitor or in the content displayed thereon, and must file any changes in such rates at least ten (10) days before the rates are scheduled to change.

§83-19(e)	Penalty: $50 fine	Appearance NOT REQUIRED

§83-20 Business Requirements – Sale, Lease or Use of LPEP

All of the following conditions apply with regard to an LPEP Provider's sale, lease, making available for use, and installation of an LPEP for use in a Street Hail Livery:

(a) The LPEP Provider must not sell, lease, make available for use, or install an LPEP for use in a Street Hail Livery unless the LPEP has been approved by the Commission pursuant to this Chapter and the LPEP installed in the Street Hail Livery is identical to the LPEP that was approved;

(b) Prior to the sale, lease, making available for use, or installation of an LPEP, an LPEP Provider must present to the Street Hail Livery Licensee a contract for execution by the LPEP Provider and the Street Hail Livery Licensee that meets the requirements set forth in §83-21 of these Rules;

(c) The LPEP and its components may be new or operate and appear as if new with no functional or outwardly apparent deficiencies;

(d) The LPEP Provider must install the LPEP in the Street Hail Livery and conduct customer acceptance testing of the LPEP to demonstrate, to the reasonable satisfaction of the Street Hail Livery Licensee, that the LPEP complies with all of the requirements set forth in §83-31 of these Rules;

(e) The LPEP Provider must provide the results of customer acceptance testing to the Street Hail Livery Licensee;

(f) If the Street Hail Livery Licensee has a reasonable good faith basis to conclude that the LPEP will not operate in substantial compliance with any of the requirements set forth in §83-31 of these Rules, the Street Hail Livery Licensee is not obligated to accept the LPEP and may request the LPEP Provider to correct any deficiencies disclosed by the customer acceptance testing or identified by the Street Hail Livery Licensee. If the Street Hail Livery Licensee requests correction(s) of such deficiencies, the LPEP Provider shall perform such corrections until the Street Hail Livery Licensee is reasonably satisfied that the LPEP substantially complies with all of the requirements set forth in §83-31 of these Rules. If the Street Hail Livery Licensee is not reasonably satisfied with the corrections, the Street Hail Livery Licensee is not obligated to complete the contract for sale, lease or use of the LPEP.

(g) Upon the Street Hail Livery Licensee's acceptance of the LPEP, the LPEP Provider shall present a customer acceptance form for the Street Hail Livery Licensee's signature.

(h) The LPEP Provider must not enable any LPEP to be operated in a Street Hail Livery until such LPEP has been accepted by the Street Hail Livery Licensee as evidenced by the Street Hail Livery Licensee's signature on the customer acceptance form.

(i) Prior to installation of an LPEP, or prior to making an LPEP operational, the LPEP Provider must offer to the Street Hail Livery Licensee, Street Hail Livery Driver(s) and affiliated Street Hail Livery Base, at no additional charge, at least one training session on the proper use and operation of the LPEP. The LPEP Provider must also train others designated by the Street Hail Livery Licensee to conduct training sessions (i.e., train-the-trainer training). The content of the training shall be sufficient to enable the Street Hail Livery Licensee, Street Hail Livery Driver(s) and affiliated Street Hail Livery Base to properly use and operate the LPEP.

(j) At the request of the Commission, any LPEP Provider that has completed a contract for sale, lease or use of one or more LPEPs must provide at no cost to the Commission training sessions to personnel of the Commission or its designee on the proper use and operation of the LPEP and on the proper way to access and use data required to be maintained by the LPEP Provider pursuant to §83-31 of these Rules.

§83-20 (a)-(j)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation for each subdivision violated	Appearance REQUIRED

(k) An LPEP Provider may require a Street Hail Livery Licensee to enter into an agreement with a credit, debit, and prepaid card services provider as a condition of the sale, lease or use of an LPEP.

§83-21 Business Requirements – Contract with Street Hail Livery Licensee

The contract between the LPEP Provider and the Street Hail Livery Licensee for the sale, lease or use of an LPEP must contain provisions specifying that:

(a) The LPEP Provider agrees to charge fees for services provided that do not exceed the fees set forth in the fee schedule filed with the Taxi and Limousine Commission pursuant to § 83-19(a) of the Commission Rules;

(b) The LPEP Provider agrees to comply with the conditions for sale, lease or use of an LPEP set forth in §83-20(a), (c)-(i) of the Taxi and Limousine Commission Rules;

(c) The LPEP Provider agrees to provide Maintenance Service in accordance with §83-22 of the Taxi and Limousine Commission Rules;

(d) The LPEP Provider agrees to comply with the LPEP requirements and Service Levels as required by §83-23 of the Taxi and Limousine Commission Rules, including the obligation to provide credits to the Street Hail Livery Licensee for Performance Failures as required by §83-24 of the Taxi and Limousine Commission Rules;

(e) The LPEP Provider agrees that it shall be responsible for any and all physical damage to any Street Hail Livery incurred by a Street Hail Livery Licensee where such damage is caused by the negligence or willful conduct of the LPEP Provider or its agents while installing or maintaining the LPEP in such Street Hail Livery; For clarity, modifications to the Street Hail Livery, including without limitation, replacing the partition, drilling holes in the dashboard, etc., that are consistent with standard installation of LPEPs shall not constitute physical damage to the Street Hail Livery.

(f) The LPEP Provider agrees to maintain the insurance required by §83-05(e) of the Taxi and Limousine Commission Rules;

(g) Each party agrees to defend, indemnify and hold harmless the other party from and against any and all damages, fines, penalties, deficiencies, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from or in connection with third-party claims attributable to any of the following:

(1) the death or bodily injury of any agent, employee, business invitee, or business visitor or other person proximately caused by the tortious or willful conduct of the indemnifying party; or

(2) the damage, loss or destruction of any real or tangible personal property proximately caused by the tortious or willful conduct of the indemnifying party; for clarity, modifications to the Street Hail Livery, including without limitation, replacing the partition, drilling holes in the dashboard, etc., that are consistent with standard installation of LPEPs shall not constitute physical damage to the Street Hail Livery.

(h) The LPEP Provider agrees to defend, indemnify and hold harmless the Street Hail Livery Licensee or any agent thereof against any and all damages, fines, penalties, deficiencies, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from or in connection with any third-party claims or actions alleging infringement of a third party's intellectual property rights attributable to the provision by the LPEP Provider, or use by any Street Hail Livery Licensee or Passenger, of the LPEP, any component thereof, or any service related to the LPEP. The LPEP Provider shall have no obligation to defend and indemnify to the extent the alleged infringement is attributable to the Street Hail Livery Licensee's or any Street Hail Livery Driver's:

(1) unauthorized modification of the LPEP, component thereof, or service related to the LPEP; or

(2) use of the allegedly infringed element in a manner that is not consistent with the purpose for which it was intended;

(i) The LPEP Provider agrees that if:

- an injunction is or may be obtained against the Street Hail Livery Licensee's use of the LPEP, any of its components , or against any service related to the LPEP provided by the LPEP Provider, by reason of the allegations of infringement, or
- in the opinion of the LPEP Provider the LPEP, any of its components , or any service related to the LPEP, is likely to become the subject of a claim of intellectual property infringement, the LPEP Provider shall at its option and expense take one of the following actions:

(1) procure for the Street Hail Livery Licensee the right to continue using the LPEP, any component thereof, or any service related to the LPEP; or

(2) replace or modify the LPEP, any component thereof, or any service related to the LPEP so that it is non-infringing, provided that such replacement or modification does not materially impair the intended use of the LPEP, any component thereof, or any service related to the LPEP.

If neither (1) nor (2) are feasible, the LPEP Provider must direct the Street Hail Livery Licensee to discontinue using the affected LPEP, its components, or service related to the LPEP. The LPEP Provider at its expense must:

(3) de-install the affected LPEP at no charge;

(4) refund to the Street Hail Livery Licensee all installation-related charges and all other non-recurring charges paid or payable by the Street Hail Livery Licensee; and

(5) if the Street Hail Livery Licensee purchased the LPEP for ownership, refund to the Street Hail Livery Licensee the purchase price of the LPEP based on the net book value of such LPEP, applying straight line depreciation by using the purchase price as the cost basis and assuming a sixty (60) month useful life with no salvage value

(j) Each party agrees that any limitation of liability in the contract shall not apply to:

(1) the obligations to provide indemnification required in §83-21(g)-(i) above; or

(2) any and all damages, fines, penalties, deficiencies, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from direct claims between the parties based on damage to real or tangible personal property, death or bodily injury caused by the tortious or willful conduct of a party;

(k) The term of the contract may be for periods of time up to three (3) years including renewals, but such contract renewals shall be subject to the renewal of the LPEP Provider's License;

(*l*) Termination of the contract is permitted as follows:

(1) If either party defaults in the performance of any of its material obligations under the contract, and does not cure the default within thirty (30) days of receipt of a notice of default from the other party, then the non-defaulting party may terminate the contract for cause by giving a written notice of termination;

(2) The Street Hail Livery Licensee may terminate the contract by giving written notice of termination if:

- a Street Hail Livery is taken out of service because the LPEP and/or the LPEP Provider is not in compliance with the LPEP requirements and Service Levels as required by §83-23 of the Taxi and Limousine Commission Rules, and
- the LPEP Provider fails to cure the noncompliance within ten (10) days after receiving written notice of such noncompliance by the Street Hail Livery Licensee;

(3) (i) If the LPEP Provider's License is not renewed, the LPEP Provider must immediately notify the Street Hail Livery Licensee of the expiration date of the License, and the contract will be deemed terminated by the Street Hail Livery Licensee on the ninetieth (90th) day after the expiration date or may be terminated earlier by the Street Hail Livery Licensee by giving written notice of termination.

(ii) When the LPEP Provider's License expires, the LPEP Provider must continue to provide to the Street Hail Livery Licensee all services required by Chapter 83 of the Taxi and Limousine Commission Rules, including but not limited to Maintenance Service in accordance with §83-22 of those Rules. The contract provisions shall survive termination for one hundred fifty (150) days after the date of expiration of the LPEP Provider's License or until the Street Hail Livery Licensee has obtained an LPEP and related services from another LPEP Provider, whichever is earlier.

(4) (i) If the LPEP Provider's License has been suspended by the Taxi and Limousine Commission, the LPEP Provider must immediately notify the Street Hail Livery Licensee of the dates during which the License is suspended. The Street Hail Livery Licensee will have the option to terminate the contract, or if its contract will expire during the period of suspension, the Street Hail Livery Licensee will have the option to not renew the contract. The Street Hail Livery Licensee must give written

notice to the LPEP Provider of the exercise of any such option. If either option is exercised, the contract will:

- be deemed terminated by the Street Hail Livery Licensee, or
- will expire on the ninetieth (90th) day after the end date of the suspension period, or
- may be terminated earlier by the Street Hail Livery Licensee by giving written notice of termination.

(ii) During the period of suspension of the LPEP Provider's License and after termination or expiration of the contract if the Street Hail Livery Licensee opts for termination or expiration, the LPEP Provider shall continue to provide to the Street Hail Livery Licensee all services required by Chapter 83 of the Taxi and Limousine Commission Rules, including but not limited to Maintenance Service in accordance with §83-22 of those Rules. The contract provisions shall survive during the suspension period and after termination or expiration for one hundred twenty (120) days after the end date of the suspension period or until the Street Hail Livery Licensee has obtained an LPEP and related services from another LPEP Provider, whichever is earlier.

(5) (i) If the LPEP Provider's License has been revoked by the Taxi and Limousine Commission, the LPEP Provider must immediately notify the Street Hail Livery Licensee of the revocation date. The contract will be deemed terminated by the Street Hail Livery Licensee on the ninetieth (90th) day after the revocation date or may be terminated earlier by the Street Hail Livery Licensee giving written notice of termination.

(ii) Upon the revocation of the LPEP Provider's License, if the LPEP is functioning properly, the LPEP Provider shall continue to provide to the Street Hail Livery Licensee all services required by Chapter 83 of the Taxi and Limousine Commission Rules, including but not limited to Maintenance Service in accordance with §83-22 of those Rules. The contract provisions shall survive termination for one hundred fifty (150) days after the date of revocation of the LPEP Provider's License or until the Street Hail Livery Licensee has obtained an LPEP and related services from another LPEP Provider, whichever is earlier. If the LPEP is not functioning properly, the LPEP Provider must cease its operations with respect to the LPEP.

(6) If the Street Hail Livery Licensee terminates the contract for the reasons provided in §83-21(*l*)(1), (2), (3), (4) or (5) above and §83-21(8)(i) below, or if the contract expires pursuant to §83-21(*l*)(4) above, the LPEP Provider must provide to the Street Hail Livery Licensee:

(i) De-installation of the LPEP at no charge;

(ii) A refund of all installation-related charges and all other non-recurring charges paid or payable by the Street Hail Livery Licensee; and

(iii) If the Street Hail Livery Licensee purchased the LPEP for ownership, a refund of the purchase price of the LPEP based on the net book value of such LPEP, applying straight line depreciation by using the purchase price as the cost basis and assuming a sixty (60) month useful life with no salvage value;

(7) The Street Hail Livery Licensee may terminate the contract at any time and for any reason if:

- at least thirty (30) days written notice is given to the LPEP Provider and
- if the Street Hail Livery Licensee pays a termination charge which will constitute a liquidated damage agreed upon by the parties.

The termination charge must not be more than twenty-five percent (25%) of all monthly charges applicable to the LPEP multiplied by the number of months remaining in the term of the contract, plus a de-installation charge. The termination charge will not apply to any termination of the contract where the Street Hail Livery Licensee is:

- permitted to terminate the contract without incurring liability or
- where at the Street Hail Livery Licensee's request the LPEP is removed from one vehicle and installed in another vehicle to be operated under the same Street Hail Livery License;

(8) A party may terminate the contract upon ten (10) days written notice to the other party if:

(i) such other party ceases to do business as a going concern; or

(ii) of the insolvency of, or commencement of any proceeding by or against, the other party, either voluntarily or involuntarily, under the Bankruptcy Code, or relating to the insolvency, receivership, liquidation, or composition of the other party for the benefit of creditors.

(m) Upon the expiration or earlier termination of the contract, the LPEP Provider shall remove the LPEP on the dates reasonably agreed upon by the parties. Except where the Street Hail Livery Licensee terminates the contract pursuant to §83-21(*l*)(1),(2), (3), (4), (5) or (8)(ii) above, or where the contract expires pursuant to §83-21(*l*)(4) above, the LPEP Provider may charge the Street Hail Livery Licensee a de-installation charge for each LPEP removed;

(n) The LPEP Provider must reimburse the Street Hail Livery Licensee for any and all Fines caused by:

(1) a failure of the LPEP or any of its components to perform in accordance with the LPEP requirements and Service Levels as required by §83-23 of the Taxi and Limousine Commission Rules where such failure is not attributable to the acts or omissions of the Street Hail Livery Licensee or Street Hail Livery Driver, the abuse or misuse of the LPEP or other circumstances beyond the control of the LPEP Provider; or

(2) breach by the LPEP Provider of any term or condition of the contract.

The Street Hail Livery Licensee must make reasonable efforts to mitigate the amount of the Fine, including not operating the Street Hail Livery if the Street Hail Livery Licensee knows or has reason to know the LPEP is malfunctioning. For purposes of this provision, the term "Fine" means any and all fees, fines, or financial penalties imposed on a Street Hail Livery Licensee or Street Hail Livery Driver by the City, the Commission or other City agency.

(o) The LPEP Provider must provide to a Street Hail Livery Licensee all intellectual property licenses needed to operate and use the LPEP. If Street Hail Livery Licensee assigns its rights in any LPEP to an assignee approved by the LPEP Provider, the intellectual property licenses shall be transferable to the assignee without payment of any additional charge;

(p) Neither party may assign the contract, or any of its rights and obligations under the contract, without the prior written consent of the other party. Consent must not be unreasonably withheld or delayed;

(q) If the LPEP Provider subcontracts any services related to the LPEP, the LPEP Provider will be fully responsible to the Street Hail Livery Licensee for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as the LPEP Provider is for the acts and omissions of any person directly employed by it;

(r) The parties agree that the contract shall be deemed to be executed in the City and State of New York, regardless of the domicile of the parties, and shall be governed by and construed in accordance with the laws of the State of New York (notwithstanding New York choice of law or conflict of law principles) and the laws of the United States, where applicable.

(s) The parties agree that any and all claims asserted by or against either party arising under or related to the contract shall solely be heard and determined either in the courts of the United States located in the City of New York or in the courts of the State located in the City and County of New York.

§83-22 Business Requirements – Maintenance of LPEP

(a) *Warranty Service.*

(1) The LPEP Provider must pass through to the Street Hail Livery Licensee all standard warranties of third party manufacturers of Hardware, Software or other components of the LPEP.

(2) During the applicable warranty periods of the standard warranties described above, the LPEP Provider must provide or pass through warranty service at no additional charge in accordance with the warranty terms applicable to the LPEP component.

§83-22(a)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation for each subdivision violated	Appearance REQUIRED

(b) *Maintenance Service on Fixed Fee Basis.* The LPEP Provider must provide to a Street Hail Livery Licensee such maintenance services as are necessary to maintain the LPEP in good working order and in accordance with the requirements in §83-31 of these Rules. Such maintenance services must be provided on a 24 x 7 x 365 Basis for a fixed fee, and must include but not be limited to:

(1) Providing preventive and remedial maintenance of the LPEP at a maintenance facility;

(2) Providing and installing replacement parts, and Hardware and Software Updates;

(3) Providing technical support by means of a Help Desk which meets the requirements of subdivision (c) below; and

(4) Maintaining a maintenance log for each LPEP installed by the LPEP Provider that states in detail all preventive maintenance, remedial maintenance and other actions performed on such LPEP. The LPEP Provider must provide a copy of the maintenance log when a Street Hail Livery Licensee or the Commission request one.

§83-22(b)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation for each subdivision violated	Appearance REQUIRED

(c) *Help Desk Service.* The LPEP Provider must provide Help Desk services as follows:

(1) Service may be requested on a 24 x 7 x 365 Basis by calling a telephone line and/or sending an electronic message.

(2) All communications by telephone and electronic message must be recorded and logged; if service or repair to the LPEP is needed, that is considered an incident and the Help Desk must open a service ticket. If the service or repair is needed to resolve credit, debit or prepaid card disputes, the Help Desk will not consider these service or repairs to be an incident and will not need to open a service ticket.

(3) The Help Desk must report any incident not resolved within twenty-four (24) hours to the Commission in a format prescribed by the Commission.

§83-22(c)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation for each subdivision violated	Appearance REQUIRED

(d) *Maintenance Service on Time and Materials Basis.* The LPEP Provider must correct any problem, error, or malfunction of the LPEP caused by any of the following events, and may charge the Street Hail Livery Licensee on a time and materials basis or as may be otherwise agreed to by the LPEP Provider and the Street Hail Livery Licensee:

(1) Any alteration of the Street Hail Livery by the Street Hail Livery Licensee, Street Hail Livery Driver or their agent where such alteration:

(i) results in the LPEP failing to comply with the requirements in §83-31 of these Rules;

(ii) is made without the LPEP Provider's prior consent; and

(iii) is not required by applicable law;

(2) Vandalism of, or deliberate and unauthorized modification or repair to, the LPEP or components thereof by someone other than the LPEP Provider, where such vandalism or unauthorized modification or repair is not due to the fault or negligence of the LPEP Provider;

(3) Accidental damage to the LPEP not due to the fault or negligence of the LPEP Provider; or

(4) The Street Hail Livery Licensee's failure to follow all written operation and user instructions provided by the LPEP Provider.

§83-22(d)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation for each subdivision violated	Appearance REQUIRED

(e) *Maintenance Service Levels.* The LPEP Provider must provide Maintenance Services in compliance with the Service Levels in §83-31(i)(6) of these Rules.

§83-22(e)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(f) *Inspection Upon Repair.* The LPEP Provider must inspect the LPEP upon completion of a repair to verify that the LPEP operates in compliance with all of the requirements set forth in §83-31 of these Rules.

§83-22(f)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

§83-23 Business Requirements – Compliance with LPEP Requirements and Service Levels

(a) *Credit, Debit, and Prepaid Card Payment.*

(1) An LPEP Provider must ensure that an LPEP that has been installed in a Street Hail Livery provides Credit, Debit, and Prepaid Card Services in compliance with the requirements in §83-31(a) and the Service Levels in §83-31(i)(1) of these Rules.

(2) An LPEP Provider must ensure that when Passengers pay by credit, debit, or prepaid card, the Merchant receives deposit of funds within forty-eight (48) business hours, excluding banking holidays, of transmission of a batch close transaction from the LPEP **except for incidents when there is a fraud investigation**.

§83-23 (a)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation for each subdivision violated	Appearance REQUIRED

(b) *Text Messaging.* An LPEP Provider must ensure that an LPEP that has been installed in a Street Hail Livery provides text messaging in compliance with the requirements in §83-31(b) and the Service Levels in §83-31(i)(2) of these Rules.

§83-23(b)	Penalty: $500-$1,500 fine and/or	Appearance REQUIRED

	suspension up to 60 days or revocation	

(c) *Trip Data Collection and Transmission.* An LPEP Provider must ensure that an LPEP that has been installed in a Street Hail Livery provides Trip Data collection and transmission in compliance with the requirements in §83-31(c) and the Service Levels in §83-31(i)(3) of these Rules.

§83-23(c)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(d) *Passenger Information Monitor, Screen or Other Credit/Debit Card/Prepaid Device.* An LPEP Provider must ensure that an LPEP that has been installed in a Street Hail Livery provides either a Passenger Information Monitor, a screen or other device that reads credit/debit/prepaid cards in compliance with the requirements in §83-31(d), including all requirements relating to content on an LPEP with a Passenger Information Monitor or screen, and the Service Levels in §83-31(i)(4) of these Rules.

§83-23(d)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(e) *Automatic Vehicle Location System and Location Services.* An LPEP Provider must ensure that an LPEP that has been installed in a Street Hail Livery provides an Automatic Vehicle Location System and location services in compliance with the requirements in §83-31(e) of these Rules and the Service Levels in §83-31(i)(5) of these Rules.

§83-23(e)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(f) *Security.* An LPEP Provider must ensure that with respect to an LPEP that has been installed in a Street Hail Livery, the LPEP Provider is in compliance with the security requirements in §83-31(f) of these Rules.

§83-23(f)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(g) *Disaster Recovery.* An LPEP Provider must ensure that with respect to an LPEP that has been installed in a Street Hail Livery, the LPEP Provider is in compliance with the disaster recovery requirements in §83-31(g) of these Rules.

§83-23(g)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(h) *Data Retention.* An LPEP Provider must ensure that with respect to an LPEP that has been installed in a Street Hail Livery, all data required to be maintained

pursuant to §83-31 of these Rules is maintained for the period required in §83-31(h).

§83-23(h)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(i) *Service Level Procedures.*

(1) The LPEP Provider must implement and maintain procedures, tools and records to monitor, measure and record performance of the LPEP and related services provided by the LPEP Provider for compliance with the Service Levels required by §83-31(i) of these Rules.

(2) The LPEP Provider must provide the Commission with reasonable access to the procedures, tools and records monitoring, measuring and recording compliance with Service Levels.

§83-23(i)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation for each subdivision violated	Appearance REQUIRED

(j) *Critical Performance Failures.* The occurrence of a Critical Performance Failure constitutes a violation of this rule.

§83-23(j)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(k) *Inspection by TLC.* An LPEP Provider must ensure that an LPEP that has been installed in a Street Hail Livery can be inspected by Commission personnel as required in §83-31(k) of these Rules.

§83-23(k)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(/) *Affirmative Defense*. It shall be an affirmative defense in any proceeding to adjudicate a violation of subdivisions (a)(1), (b), (d), or (e) above that at the time of the violation the LPEP Provider:

(i) did not know or have reason to know of the violation; or

(ii) was making reasonable efforts to remedy such violation as evidenced by documentation.

(m) *Commission Ordered Testing.* In any proceeding where the LPEP Provider has been found guilty of a violation of subdivisions (a), (b), (c), (d), (e), (f), (g) or (k) above,

the Commission may order the LPEP Provider to provide, within sixty (60) days of the final decision on the violation:

- documentation demonstrating that subsequent to the violation an independent third party with relevant expertise, acceptable to the Commission, has performed testing of the LPEP and related services to determine that the condition giving rise to the violation has been corrected, and
- certification by such third party of the successful results of such testing.

§83-24 Business Requirements – Credit for Performance Failures

(a) If the Commission, Street Hail Livery Licensee, Street Hail Livery Base, or Street Hail Livery Driver notifies the LPEP Provider in writing of any Performance Failure with respect to any LPEP installed in one or more Street Hail Liveries, the LPEP Provider must remedy the Performance Failure within a cure period of thirty (30) days following receipt of notification. If the LPEP Provider does not remedy the Performance Failure within the 30-day cure period, then the LPEP Provider must apply a five percent (5%) credit of the monthly fees for the first month following the cure period to any affected Street Hail Livery Licensee.

(b) If the Performance Failure continues during the second month and subsequent months following the 30-day cure period, the LPEP Provider must apply a credit of ten percent (10%) of the monthly fees for the second month and for each month thereafter.

§83-24(a)-(b)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation for each subdivision violated	Appearance REQUIRED

§83-25 Business Requirements – Record-Keeping and Reporting Requirements

(a) *Record-Keeping and Reporting.* In addition to any records required to be maintained pursuant to this Chapter, an LPEP Provider must maintain the records described below on a monthly basis, and file with the Commission reports of the required information for the preceding month. The information contained in the report must start on the first of the month and cover a full month. All records and reports must be in the form and manner prescribed by the Commission:

(1) A list of all Street Hail Livery Licensees (by name and license number) for whom an LPEP has been installed by the LPEP Provider in a Street Hail Livery;

(2) A list of all Street Hail Livery Licensees for whom an LPEP has been de-installed by the LPEP Provider;

(3) A list of all Help Desk service incidents not resolved within twenty-four (24) hours for each LPEP in a Street Hail Livery (by name of Street Hail Livery Licensee and license number) and the disposition thereof;

(4) A description of the performance of each LPEP installed by the LPEP Provider in a Street Hail Livery (by name of Street Hail Livery Licensee and license number) and the performance of the LPEP Provider in attaining or failing to attain the applicable Service Levels, and with respect to deviations from the Service Levels, the steps taken or planned for corrective action;

(5) A description of all Security Incidents affecting each LPEP in a Street Hail Livery (by name of Street Hail Livery Licensee and license number) or affecting related services provided by the LPEP Provider, and corrective actions taken in response;

(6) The itemized gross revenue accruing to the LPEP Provider from each LPEP in a Street Hail Livery (by name of Street Hail Livery Licensee and license number), including but not limited to;

- the revenue obtained by the LPEP Provider from Passenger payment by credit, debit or prepaid card,
- commercial advertising and sponsorships or other content on LPEPs with Passenger Information Monitors or screens, and
- a certification from an officer of the LPEP Provider that the revenue report is complete and accurate;

(7) A description of all content displayed on each LPEP in a Street Hail Livery (by name of Street Hail Livery Licensee and license number) with a Passenger Information Monitor or screen, and the number of times a Passenger used a screen touch or turned on or off the PIM or screen.

§83-25(a)	Penalty: $500-$1,000 fine and/or suspension up to 60 days or revocation for each subdivision violated	Appearance REQUIRED

(b) *Record Retention Period*. An LPEP Provider must maintain the records required by this section for five (5) years.

§83-25(b)	Penalty: $500-$1,000 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

(c) *Examination of Records*. An LPEP Provider must allow agents of the Commission or other authorized law enforcement officers to examine at any time all of the records the LPEP Provider is required to maintain under this Chapter.

§83-25(c)	Penalty: $500 fine and suspension until compliance	Appearance REQUIRED

(d) *Inspection of Premises.* An LPEP Provider must allow any agent of the Commission or any law enforcement official to inspect any portion of its business premises at any time, as permitted by law.

§83-25(d)	Penalty: $500-$1,000 fine and suspension	Appearance REQUIRED

§83-26 Business Requirements – Use of Personal Information and Certain Location-Based Data

(a) The LPEP Provider must use and process Personal Information provided to it or to which it has access in connection with the activities licensed under this Chapter solely for the purposes of performing such licensed activities and in compliance with all applicable privacy and data protection laws.

(b) Except to the extent necessary to provide Credit, Debit, and Prepaid Card Services, the LPEP Provider must not collect any Personal Information on any Passenger without such Passenger's express, informed and documented consent. Such prohibition includes but is not limited to collecting Personal Information through any cookie, applet, web bug, beacon or similar technology.

(c) The LPEP Provider must ensure that Personal Information collected by a credit/debit/prepaid card services provider engaged by the LPEP Provider is stored in database management systems maintained and administered by the credit/debit/prepaid card services provider or its processing agent in compliance with the applicable PCI Standards.

(d) Except as may be permitted in the contract between a Street Hail Livery Licensee and the LPEP Provider or as otherwise required by law, an LPEP Provider must not disseminate, and must not permit its agents to disseminate, to any other person or entity any Street Hail Livery location-based information regarding a Street Hail Livery while it is off-duty.

§83-26(a)-(d)	Penalty: $500-$1,000 fine and suspension for each subdivision violated	Appearance REQUIRED

§83-27 Business Requirements – Cooperation with the Commission

(a) The LPEP Provider shall **make commercially reasonable efforts, as described below, to** cooperate with the Commission, its designees and any contractor(s) of the Commission:

(1) in the development and support of any application(s) developed by the Commission or the Commission's designees, where such applications are developed specifically for the purpose of interoperating with the LPEP (including but not limited to smartphone applications); and

(2) in the facilitation of any data connection required by the Commission between the LPEP and any systems of a contractor of the Commission, such as a contractor who will provide services for dispatch of Accessible Street Hail Liveries.

(3) If such cooperation will involve considerable expense by the LPEP Provider, the LPEP Provider shall be entitled to condition such cooperation on obtaining reasonable compensation.

(b) Cooperation as described in subdivision (a) above may be effectuated by agreements (including non-disclosure agreements) among and/or between the Commission or its designees or contractors, and the LPEP Provider on mutually agreeable terms.

(c) Upon request of the Commission, an LPEP Provider shall provide at no charge a fully operable demonstration LPEP.

(d) Upon request of the Commission, an LPEP Provider shall provide at no charge to any Commission-approved driver training school the following:

(1) one complete tabletop demonstration LPEP including the services related to the LPEP; and

(2) one complete driver training manual (in electronic format) and a perpetual license to use and reproduce an unlimited number of copies of the manual.

(e) Upon request of the Commission, an LPEP Provider must make available personnel who can translate from English to Spanish, Mandarin and/or Urdu, if necessary to interact with the LPEP Provider's actual or potential customers in the sale, lease, use, installation, service or repair of an LPEP.

§83-27(a) -(e)	Penalty: $500-$1,000 fine and suspension for each subdivision violated	Appearance REQUIRED

§83-28 Business Requirements – Notifications to TLC of Unauthorized or Illegal Activity

(a) An LPEP Provider must notify the Commission immediately by telephone and in writing or by email within 24 hours after the LPEP Provide knows or should have known that any of the following occurs:

(1) A Taximeter has been presented for installation, repair, adjustment or calibration, which the LPEP Provider knows or has reason to know has been reported to the Commission as lost or stolen;

(2) A Taximeter is discovered with one or more seals removed, damaged, broken, or tampered with;

(3) A person has requested that the LPEP Provider engage in any unlawful activity or activity prohibited by these Rules;

(4) Any unauthorized person whom the LPEP Provider knows or should have known to be a Licensee of the Commission or to be acting on behalf of a Licensee has attempted to repair any LPEP or Taximeter, seal, cable connection, or electrical wiring, and the repair may have affected the operation of the LPEP or Taximeter;

(5) Any person has attempted to connect any unauthorized device to any LPEP, Taximeter, seal, cable connection, or electrical wiring, and the attempt may have affected the operation of the LPEP or Taximeter; or

(6) The LPEP Provider discovers the existence of any intervening connections, splices, "Y" connections, or direct or indirect interruptions or connections of any kind whatsoever.

(b) Any notice required by the Commission pursuant to subdivision (a) of this section must contain, at a minimum, the following information:

(1) The Street Hail Livery License number;

(2) The Street Hail Livery Driver's License number of any driver or drivers who presented the vehicle to the LPEP Provider;

(3) The date of the inspection or repair;

(4) A detailed description of any items, evidence, or occurrences as described in subdivision (a) of this section; and

(5) The names and Street Hail Livery Driver's License numbers of each individual listed as a Driver on the Rate Card.

§83-28(a)-(b)	Penalty: $500-$1,500 and/or suspension up to 60 days or revocation	Appearance REQUIRED

§83-29 Business Requirements – LPEP Provider Liability for Conduct of Employees

(a) *Liability for Employee Conduct.* An LPEP Provider must supervise and be responsible for the conduct of all of its employees, contractors, and agents for activities performed to carry out the requirements of this Chapter. For clarity, this subdivision (a) and the following subdivision (b) shall not be applicable to Street Hail Livery Drivers, and individuals or business entities employed by any LPEP Provider or its subcontractor(s) who under applicable law are deemed to be independent contractors and not employees.

(b) *Familiarizing Employees with Rules and Regulations.* An LPEP Provider must ensure that all of its employees, contractors, and agents are fully familiar with all relevant regulatory agency rules and regulations.

(c) *Compliance with Laws.* An LPEP Provider must ensure that all of its employees, contractors, and agents perform their duties in compliance with all relevant federal, state, and city laws, rules, and regulations.

§83-29(a)-(c)	Penalty: $500-$1,500 fine and/or suspension up to 60 days or revocation	Appearance REQUIRED

§83-30 Comply with Laws – Conduct Rules

(a) *Acceptance of Gift or Gratuity.* An LPEP Provider Licensee or any person acting on his or her behalf must not accept any gift, gratuity, or thing of value from an owner or driver of any vehicle licensed by the Commission or from anyone acting on behalf of an owner or driver for the purpose of violating any of these rules through acts of commission or omission.

(b) *Reporting Requests for Gift or Gratuity.* An LPEP Provider Licensee, any person acting on the LPEP Provider's behalf, or any of the Licensee's employees must immediately report to the Commission and the NYC Department of Investigation any request or demand for a gift, gratuity, or thing of value by any employee, representative, or member of the Commission or by any public servant.

(c) *Offer of Gifts and Gratuities.* An LPEP Provider Licensee or any person acting on his or her behalf must not offer or give any gift, gratuity, or thing of value to any employee, representative, or member of the Commission or to any other public servant.

§83-30(a)-(c)	Penalty: $10,000 fine and revocation	Appearance REQUIRED

(d) *Reporting Offers of Gift or Gratuity*. An LPEP Provider Licensee must notify the Commission immediately by telephone and in writing or email within 24 hours after receiving any offer of a gift or gratuity prohibited by subdivision (a) above.

(e) *Fraud, Misrepresentation & Larceny*. An LPEP Provider Licensee, while performing his or her duties and responsibilities as an LPEP Provider Licensee, must not commit or attempt to commit, alone or in concert with another, any act of fraud, misrepresentation, or larceny. Examples of fraud, larceny, or misrepresentation include, but are not limited to:

- calibration of a fare other than that set by the Commission;
- adjustment of the tire size, driving axle, transducer, wiring, or other equipment for the purpose of generating an inaccurate signal of time or distance into the Taximeter or the LPEP;
- the manufacture, sale or installation of any device that is either designed to or does generate a false or inaccurate signal into the Taximeter or the LPEP; or
- falsification of Trip Data.

§83-30(e)	Penalty: $10,000 fine and revocation	Appearance REQUIRED

(f) *Willful Acts of Omission and Commission.*

(1) *Omission.* While performing the duties and responsibilities of an LPEP Provider Licensee, a Licensee must not deliberately fail to perform, alone or with another, any act where this failure is against the best interests of the public, although not specifically mentioned in these Rules.

(2) *Commission.* While performing the duties and responsibilities of an LPEP Provider Licensee, a Licensee must not deliberately perform, alone or with another, any act that is against the best interests of the public, although not specifically mentioned in these Rules.

§83-30(f)	Penalty: $150-$350 and/or suspension up to 30 days or revocation	Appearance REQUIRED

(g) *Notice of Criminal Conviction.*

(1) An LPEP Provider Licensee must notify the Commission in writing within two (2) days after any criminal conviction of the Licensee or any of the Licensee's Business Entity Persons.

(2) Notification must be in writing and must be accompanied by a certified copy of the certificate of disposition of the conviction issued by the clerk of the court.

§83-30(g)	Penalty: $500-$1,000 and/or suspension	Appearance REQUIRED

	up to 30 days	

(h) *Threats, Harassment, Abuse.* An LPEP Provider Licensee must not threaten, harass, or abuse any governmental or Commission representative, public servant, or other person while performing his or her duties and responsibilities as a Licensee.

§83-30(h)	Penalty: $350-$1,000 and/or suspension up to 30 days or revocation	Appearance REQUIRED

(i) *Use or Threat of Physical Force.* An LPEP Provider Licensee must not use or attempt to use any physical force against a Commission representative, public servant, or other person while performing his or her duties and responsibilities as a Licensee.

§83-30(i)	Penalty: $500-$1,500 and/or suspension up to 60 days or revocation	Appearance REQUIRED

(j) *Failure to Cooperate with Law Enforcement.* An LPEP Provider Licensee must cooperate with all law enforcement officers and representatives of the Commission at all times.

§83-30(j)	Penalty: $250 fine	Appearance NOT REQUIRED

(k) *Failure to Cooperate with the Commission.* An LPEP Provider Licensee must answer and comply as directed with all questions, communications, notices, directives, and summonses from the Commission or its representatives. A Licensee must produce his or her Commission License and other documents whenever the Commission requires.

§83-30(k)	Penalty: $250 fine and suspension until compliance	Appearance REQUIRED

§83-31 Technical Requirements – Street Hail Livery Technology System (LPEP)

No LPEP shall be approved by the Commission pursuant to this Chapter unless it complies with the all of the requirements set forth in this section or as such requirements may be waived or modified by the Commission pursuant to §83-05(g) of these Rules.

(a) *Credit, Debit, and Prepaid Card Payment.* An LPEP must be capable of accepting for payment of fares the following credit, debit, and prepaid cards: Visa, MasterCard, American Express, Discover, and any other cards specified by the Commission. The LPEP must conform to the following specifications:

(1) The following information must be provided to Passengers:

(i) a prominent notice containing a list of all credit and debit cards accepted for fare payment;

(ii) a statement indicating that fares for all trips may be paid using the listed credit or debit cards; and

(iii) a statement that no additional fee or surcharge shall be imposed on Passengers who pay by credit, debit, or prepaid card;

(2) (i) In an LPEP with a Passenger Information Monitor or a screen, the PIM or screen must be used to provide payment processing by credit, debit, and prepaid card by displaying to Passengers at the end of the trip the total fare, itemizing all fare, tolls, surcharges, extras, taxes, and tip options of 15%, 20% and 25%, and permitting Passengers to manually enter another tip amount or percentage at their option. The PIM or screen must display all information reasonably required for the Passenger to understand and complete electronic payment of the total fare due.

(ii) In an LPEP with a device that reads credit/debit/prepaid cards but without a Passenger Information Monitor or screen, the device must enable a Passenger to complete payment of the total fare by credit, debit or prepaid card and must otherwise comply with requirements of this subdivision (a);

(3) The LPEP must be able to generate an accurate receipt for payment of fare, whether payment is made by cash, credit, debit, or prepaid card, and such receipt must be offered to the Passenger. Upon the Passenger's request, a receipt either in hard copy form or in electronic form must be transmitted to the Passenger. The receipt must contain the following information:

(i) License number for the Street Hail Livery License, affiliated Street Hail Livery Base, and Street Hail Livery Driver's License;

(ii) trip number;

(iii) date and time;

(iv) tolls and surcharges;

(v) extras and taxes;

(vi) tip, if paid by credit/debit/prepaid card, and total fare;

(vii) last four digits of credit, debit or prepaid card account number, if applicable. All receipts for credit, debit, and prepaid card transactions must mask account numbers except for the last four digits; and

(viii) the "311" Commission complaint telephone number;

(4) Fare transactions of $25.00 and under must not require a Passenger signature;

(5) (i) In an LPEP with a Passenger Information Monitor or a screen, the credit, debit, and prepaid card reader may be either integral to the Passenger Information Monitor or screen or a freestanding unit that is securely attached to the interior structure of the vehicle and located near the Passenger Information Monitor or screen or in a location convenient to the Passenger. A Passenger must be able to enter his or her account number by swiping a credit, debit, or prepaid card through the card reader, tapping the card, placing or waving the card near an appropriate contact point, or other method approved by the Commission.

(ii) In an LPEP with a device that reads credit/debit/prepaid cards but without a Passenger Information Monitor or screen, the device must be securely attached to the interior structure of the vehicle and in a location convenient to the Passenger in the rear compartment of the Street Hail Livery or, in the alternative, in a one-device solution, the device may be located in the front of the vehicle and passed to a Passenger in the rear compartment of the vehicle. A Passenger must be able to enter his or her account number by swiping a credit, debit, or prepaid card through the device or other method approved by the Commission;

(6) If the Commission authorizes credit, debit and prepaid card payment via the LPEP by a Passenger using a smartphone, the LPEP Provider will be required to integrate such technology into the LPEP. In such event, the LPEP Provider must submit an application for approval of a Modification of LPEP pursuant to §83-05(c) of these Rules, provided, however, that the Commission will waive the application fee for a Modification of LPEP;

(7) The LPEP must comply with all applicable PCI Standards. Credit, debit, and prepaid card magnetic strip information must not be stored in the LPEP after the Street Hail Livery Driver has received authorization for use of the card;

(8) The LPEP must be able to complete a credit, debit, or prepaid card transaction utilizing floor-limit authorization via a store and forward

capability when wireless access in unavailable. The LPEP must authorize and store for later transmission up to five (5) floor-limit approved transactions. The LPEP must automatically provide the floor-limit approval of credit, debit, and prepaid card authorization requests for transactions of $25.00 and under if either the LPEP does not provide a valid response in less than twenty-five (25) seconds or there is a failure in the wireless network;

(9) In an LPEP with a Passenger Information Monitor or a screen, if the mechanism for acceptance of credit, debit, or prepaid cards is not operational or the LPEP has stored five (5) floor-limit approved transactions and the Passenger Information Monitor or screen is still operational, the following message must be displayed on the Passenger Information Monitor or screen, as applicable: "Credit Card System Currently Not Available;"

(10) The LPEP must be capable of generating the following data, whether payment is made by cash, credit, debit, or prepaid cards:

(i) reasonably detailed data of individual and cumulative payment transactions (including sufficient detail to support daily and monthly reconciliations and to perform problem resolution);

(ii) if the payment is by credit, debit, or prepaid card, in addition to the information in subparagraph (i) above, the name of the credit, debit, or prepaid card, and the name of the credit card merchant engaged by the LPEP Provider; and

(iii) end-of-shift data summarizing the number of fares, the total fare amount, and as applicable, the number of credit, debit and prepaid card transactions and the total fares of such transactions;

(11) The data described in paragraph (10) above and its component elements must be stored, maintained and accessible to the Commission and any designee as follows:

(i) in alphanumeric form in a format approved by the Commission, which format is based on Technical Standards developed by a voluntary consensus standards body that are available to the City without royalty or fee and reportable in a format that is open and non-proprietary;

(ii) by viewing the data in near real time on a web-based portal established by the LPEP Provider, or by providing a web service acceptable to the Commission, or by other method acceptable to the Commission; and

(iii) by downloading and transferring data to the Commission on a weekly basis.

The data must also be accessible to end users such as Street Hail Livery Licensees, affiliated Street Hail Livery Bases, Street Hail Livery Drivers, and Merchants to the extent that such end users are involved in or have any responsibility for the transactions; and

(12) The LPEP must wipe any credit, debit, and prepaid card transaction data following stored and forwarded payment transaction processing or when any equipment or component of the LPEP is replaced.

(b) *Text Messaging.* An LPEP must enable the Street Hail Livery Driver to receive and send text messages as provided below. The LPEP must conform to the following specifications:

(1) The LPEP must include a Driver Information Monitor that is securely mounted in the driver-seat area with the following capabilities:

(i) enables the LPEP to be turned on and interact with the Taximeter only upon log in which requires:

(A) entry of a Valid Street Hail Livery Driver's License number and a unique password set up by the Street Hail Livery Driver; and

(B) system-initiated search of the Valid Street Hail Livery License number of the vehicle;

(ii) enables the Commission, other City agencies, and any other entity approved by the Commission to send text messages to a specific Street Hail Livery, a selected group of Street Hail Liveries and/or all Street Hail Liveries equipped with an LPEP:

(A) in real time and future time ranges of up to thirty (30) days in advance;

(B) based on location; and

(C) to preempt any other message if the message is an emergency;

(iii) enables a Street Hail Livery Licensee, an affiliated Street Hail Livery Base, and an LPEP Provider servicing the Street Hail Livery to send text messages to the Street Hail Livery Driver in connection with the conduct of their respective businesses;

(iv) provides for the sender of the text message to receive delivery notification of receipt of the message by a Street Hail Livery;

(v) enables up to five (5) messages to be scheduled per day and sent up to thirty (30) days in advance;

(vi) if transmission of a text message cannot be completed due to loss of communication or other causes, the DIM must:

- record the attempted transmission;
- store the message for up to one (1) week for later transmission; and
- periodically attempt to retransmit the message.

If after one (1) week the message has not been received, the message must be purged and a separate message sent to the sender referencing the purged message and indicating that it has been purged;

(vii) enables the Street Hail Livery Driver to respond to the text message only when the vehicle is not in motion;

(viii) receives and displays text messages of up to 500 bytes. If necessary, a message of 256 bytes or more may be divided into two parts;

(ix) stores received text messages and subsequently displays them;

(x) is able to encrypt text messages;

(xi) displays and prints out the last three trips performed by the vehicle; and

(xii) enables the Street Hail Livery Driver to enter the following "off-duty" two-digit codes and other codes designated by the Commission, by selection of one or two push-buttons:

- 01, personal;
- 02, relief time;
- 03, returning home;
- 04, defective equipment;
- 05, no charge fare; and
- 06, fare dispute.

Upon entry of a code, the LPEP must produce a receipt for the Street Hail Livery Driver showing the two-digit code and descriptor and the date and time of entry of the code;

(2) All text messages sent and received via the Driver Information Monitor, and the date and time that all such messages were sent and received, must be stored, maintained and accessible to the Commission and any designee as follows:

(i) in alphanumeric form in a format approved by the Commission, which format is based on Technical Standards developed by a voluntary consensus standards body that are available to the City without royalty or fee and reportable in a format that is open and non-proprietary;

(ii) by viewing the data in near real time on a web-based portal established by the LPEP Provider, or by providing a web service acceptable to the Commission, or by other method acceptable to the Commission; and

(iii) by downloading and transferring data to the Commission on a weekly basis.

(3) The data described in paragraph (2) above must be searchable by a fully functional application permitting data to be retrievable by searching in plain English, using geographical or word searches and the reports of any search shall be available in an open, non-proprietary format. Data must also be retrievable by searching the partial or complete license number of a Street Hail Livery and/or a Street Hail Livery Driver, and time and date of the message, and the data retrieved must be capable of identifying the Street Hail Livery and/or Street Hail Livery Driver that received a particular message.

(c) *Trip Data Collection and Transmission.* An LPEP must be capable of collecting and transmitting to the Commission Trip Data as described below. The LPEP must conform to the following specifications:

(1) The LPEP must be capable of collecting and transmitting Trip Data as required in paragraph (5) below for all fare trips for each Street Hail Livery made during a shift;

(2) The Trip Data to be collected and transmitted must include:

(i) date, time and location of Passenger pick-up and drop off;

(ii) trip duration measured in time and mileage;

(iii) trip number;

(iv) itemized fare (time/distance fare, tolls, surcharges, extras, taxes, and tip amount for credit/debit/prepaid card payments);

(v) payment type (cash, credit, debit, or prepaid card);

(vi) total number of Passengers;

(vii) Street Hail Livery identification (i.e., Street Hail Livery License number);

(viii) Street Hail Livery Driver identification (i.e., Street Hail Livery Driver's License number);

(ix) all codes referred to in subdivision (b)(1)(xii) of this section, and the date, time and location when each code is entered by a Street Hail Livery Driver, provided that the date and time is collected from the Taximeter;

(x) Taximeter reading at the start of each shift;

(xi) Taximeter reading at the end of each shift;

(xii) date and time of start of shift;

(xiii) date and time of end of shift;

(xiv) last four digits of credit, debit, and prepaid cards used for paying fares;

(xv) On-duty Location Positioning;

(xvi) On-duty Hail Exclusionary Zone Positioning**;** and

(xvii) whether each trip is a Hail Trip or was commenced by Dispatch;

(3) (i) The LPEP must display the rate code in effect during a trip, and must collect and transmit the rate of fare and the times and locations such rate of fare was in effect, including but not limited to the time and location time when Rate Code 4 went into effect and the fare at the time Rate Code 4 was initiated;

(ii) The LPEP must collect and transmit all meter-initiated codes.

(4) The LPEP must be equipped with external antennas if necessary to facilitate the LPEP data transfer functions;

(5) The Trip Data for each Street Hail Livery must be stored and maintained by the LPEP Provider in accordance with the following requirements:

(i) The Trip Data and its component elements must be stored and maintained in alphanumeric form in a format approved by the Commission, which format is based on Technical Standards developed by a voluntary consensus standards body that are available to the City without royalty or fee and reportable in a format that is open and non-proprietary;

(ii) The Trip Data must not contain any Personal Information of a Passenger;

(iii) The Trip Data must be accessible to the Commission and any designee as follows:

(A) by viewing the data in near real time on a web-based portal established by the LPEP Provider, or by providing a web service acceptable to the Commission, or by other method acceptable to the Commission; and

(B) by downloading and transferring data to the Commission on a weekly basis;

(iv) The Trip Data relating to a particular Street Hail Livery must be accessible to the Street Hail Livery Licensee, affiliated Street Hail Livery Base, and to the LPEP Provider servicing that Street Hail Livery;

(v) The Trip Data and rate of fare information relating to a particular trip by a Street Hail Livery Driver must be made available by the LPEP Provider to that Driver without charge in electronic or hard copy form within three (3) business days of the LPEP Provider's receipt of a written, electronic or in-person request from that Driver;

(vi) In the event of a failure or interruption in transmission of Trip Data, the LPEP must be capable of saving and restoring transmission of the data without any degradation of data integrity or loss of data;

(vii) The Trip Data must be searchable by a fully functional application permitting data to be retrievable by searching in plain English, using geographical or word searches, in near real time, at the end of each shift, and for prior trips, and the reports of any search shall be available in an open, non-proprietary format. Data must also be retrievable by searching the following:

(A) any Trip Data elements;

(B) a partial or complete license number of a Street Hail Livery and/or a Street Hail Livery Driver to get the current geographic location or prior geographic location of the Street Hail Livery and/or Driver;

(C) a specific pick up and/or drop off location(s); and

(D) a specific geographic location(s) or area(s);

(viii) In addition to retrieving information by searches described in subparagraph (vii) above, the search function must be capable of retrieving the following:

(A) a list of Street Hail Liveries and/or Street Hail Livery Drivers (identified by license number) that dropped off or picked up Passengers at a specific location (or within a specific geographic area) within a specific timeframe;

(B) a list of pick up and/or drop off locations for a specific Street Hail Livery and/or Street Hail Livery Driver (identified by license number) within a specific timeframe; and

(C) the time and location a Street Hail Livery Driver went off duty.

(d) *Passenger Information Monitor, Screen, or Other Credit/Debit/Prepaid Card Device*. An LPEP must have either a Passenger Information Monitor, a screen, or other device that reads credit/debit/prepaid cards as provided below. The LPEP must conform to the following specifications:

(1) An LPEP with a device that reads credit/debit/prepaid cards but without a Passenger Information Monitor or screen must have the following features:

(i) The device is located in the back- seat area of the vehicle, is securely attached to the interior of the vehicle, and provides a Passenger sitting in the rear of the vehicle with an unobstructed view of the device or, in the alternative, in a one-device solution the device may be located in the front of the vehicle and passed to a Passenger in the rear compartment of the vehicle;

(ii) The device must be able to operate in the extreme environment of New York City (e.g., heat, humidity and vibration), be scratch and spill resistant, and be reasonably secure against vandalism; and

(iii) The device permits Passengers to complete payment of the total fare by credit, debit or prepaid card as required in subdivision (a) of this section.

(2) An LPEP with a screen but without a Passenger Information Monitor must have the following features:

(i) The screen is located in the back-seat area of the vehicle and provides a Passenger sitting in the rear of the vehicle with an unobstructed view of the screen;

(ii) The screen must be able to operate in the extreme environment of New York City (e.g., heat, humidity and vibration), be scratch and spill resistant, and be reasonably secure against vandalism;

(iii) The screen measurement must not be greater than 15.5 inches measured diagonally and not less than 2.5 inches measured diagonally;

(iv) The screen displays all information reasonably required for the Passenger to understand and complete electronic payment of the total fare by credit, debit, or prepaid card as required in subdivision (a) of this section;

(v) The screen must display to Passengers at the end of the trip the total fare, itemizing all fare, tolls, surcharges, extras, taxes, and for fares paid by credit/debit/prepaid card, tip options of 15%, 20% and 25%, and permit Passengers to manually enter another tip amount or percentage at their option; and

(vi) The screen may display such non-commercial content as may be approved by the Commission.

(3) An LPEP with a Passenger Information Monitor that provides advertising content must have the following features:

(i) The PIM is located in the back-seat area of the vehicle and provides a Passenger sitting in the rear of the vehicle with an unobstructed view of the PIM;

(ii) The PIM must be able to operate in the extreme environment of New York City (e.g., heat, humidity and vibration), be scratch and spill resistant, and be reasonably secure against vandalism;

(iii) The PIM is comprised of a touch screen display that is interactive, has audio capability, full-color display, and its measurement must not be greater than 15.5 inches measured diagonally and not less than 5.5 inches measured diagonally;

(iv) The PIM displays all information reasonably required for the Passenger to understand and complete electronic payment of the total fare by credit, debit, or prepaid card as required in paragraph (4)(iii) below;

(v) The volume of the PIM may be controlled by the Passenger, and may be muted during and following the display of TLC Content known as the Prologue (see paragraph (4)(i)(A) below);

(vi) The PIM may be turned off by the Passenger, with the following conditions:

(A) If a Passenger attempts to turn off the PIM, all information that is required to be shown, such as the Prologue and Epilogue must remain visible for all or a reasonable portion of the Passenger trip; and

(B) The PIM must have the capability to come back on when the Taximeter disengages, to display payment processing information;

(vii) The LPEP must track and record Passenger use of the PIMs, including when a Passenger uses a screen touch and turns the PIM on or off;

(4) Required features relating to PIM content are as follows:

(i) TLC Content. TLC Content consists of content that is produced by the Commission and submitted to the LPEP Provider for presentation to Passengers via the PIM. The Commission has the sole discretion to select TLC Content, and to decide whether the content is presented in audio and/or video formats. TLC Content includes, but is not limited to, the Prologue and Epilogue, Public Service Announcements, and Passenger Surveys, as described below in clauses (A) through (C) below. TLC Content does not include the passenger route map described in subparagraph (ii) below, payment processing information described in subparagraph (iii) below, news and entertainment content described in subparagraph (iv) below, commercial advertisements and sponsorships supplied by or for the LPEP Provider as described in subparagraph (v) below, and any other content not supplied by the Commission to the LPEP Provider. TLC Content shall be displayed on the PIM in accordance with the reserved space requirements in clause (D) below and may be updated in accordance with clause (E) below.

(A) Prologue and Epilogue. The Commission will provide the LPEP Provider with a series of screens to be run at the start (Prologue) and end (Epilogue) of each trip. The text and graphic content for the screens will be provided on a CD-Rom, by email or by other method acceptable to the Commission. The Prologue must run for at least thirty-five (35) seconds and will contain a greeting, Passenger information, fare information, credit, debit, or prepaid card payment information, and any Public Service Announcements provided by the Commission. The Epilogue must be either displayed for ten (10) seconds (whether in audio, video, or both) alone on the PIM screen or displayed on the fare payment screen upon the initiation of the payment transaction by an action of the Passenger. Such initiation of the payment transaction

includes but is not limited to, depression of a cash selection button or the swiping (or other contact) of a credit, debit or prepaid card. Except as permitted by this paragraph (d)(4), the Prologue and Epilogue must not be interrupted or interfered with by other PIM content.

(B) Public Service Announcements. The PIM must present to Passengers all of the PSAs and Emergency PSAs provided by the Commission from time to time in graphic or text files or other format in the discretion of the Commission. The PSAs and Emergency PSAs must be presented in the manner prescribed by the Commission, such as during the Prologue and/or Epilogue, at other times, and by showing certain PSAs at certain times of the day. The Commission may require that Emergency PSAs preempt all other content on the PIM. The Passenger must have the option of viewing any additional PSAs not in the Prologue or Epilogue.

(C) Passenger Surveys. The PIM must permit the Passenger to take in-vehicle surveys of not more than twenty (20) questions (in yes or no, multiple choice format), the results of which are to be provided to the Commission on a weekly basis electronically, or made accessible to the Commission as described in paragraph (d)(7) below.

(D) Reserved Space Requirements.

(I) The PIM must provide an initial channel for content that is activated when the Taximeter is activated. The initial channel must display the PSAs and Passenger survey. The Commission must be reserved not less than one-third of the viewing time and space on the initial channel (calculated in accordance with the formula in item (III) below) to present PSAs and other content.

(II) The PIM must provide a second channel for content that is capable of being voluntarily activated by a Passenger via a button or tab on the PIM. The PIM must provide a means for a Passenger to return the PIM screen to the initial channel from the second channel. The PIM second channel must display any additional PSAs and other TLC Content submitted to the LPEP Provider. The Commission must be reserved not less than two-thirds of the viewing time and space on the second channel (calculated in accordance with the formula in item (III) below) to present additional PSAs and other TLC Content.

(III) The percentage of PIM content used by the Commission to present TLC Content on each channel (the initial channel and the second channel) shall be calculated using the following formula:

TLC Content Percentage = (Apc * Tv) / Tt

Where Apc is the percent of the screen (frame) containing TLC Content,

Tv is the scheduled viewing time, and

Tt is the average trip time.

Apc must be at least 25% of the screen unless the Commission approves otherwise.

Tt, the average trip time, shall be twelve (12) minutes initially. The average trip shall, however, be reset every six (6) months following the LPEP installation date to a value equal to the average trip time calculated using actual Trip Data collected via the LPEP during the applicable six (6) month period.

For purposes of calculating the time allotted for presentation of TLC Content, the following shall be excluded: the Prologue and Epilogue, additional PSAs, and any other TLC Content contained therein; and the Passenger viewing time associated with Passenger initiated views of the PSAs, Passenger surveys or any other content voluntarily selected by Passengers.

(E) Update of TLC Content. The Commission may update its content on the PIM to add new TLC Content, or delete or modify any existing TLC Content, by notifying the LPEP Provider in writing and by providing an update file containing text or graphic content, or modifications thereof, in a CD-Rom, by email or other method acceptable to the Commission, indicating the date such update is to take effect. The LPEP Provider must implement such update on the PIM by the date indicated.

(ii) Passenger Route Map. The PIM must feature an interactive route map for viewing by a Passenger. The route map must be driven by on-board Automatic Vehicle Location System capabilities, where the current start point (location where Taximeter is engaged), ongoing route, and end point (location where Taximeter is disengaged) is clearly displayed in real time with the Street Hail

Livery position updated every five (5) seconds. The route map must not be used to provide routing or directions to the Street Hail Livery Driver or Passenger. The route map must display the names of highways and commonly known streets, and be capable of being maximized to the full PIM screen at the Passenger's request for at least fifteen (15) seconds.

(iii) Payment Processing Information. The PIM must be used to process payment by credit, debit, or prepaid card by displaying to Passengers at the end of the trip the total fare, itemizing all fare, tolls, surcharges, extras, taxes, and for fares paid by credit/debit/prepaid cards, tip options of 15%, 20%, and 25%, and permitting Passengers to manually enter another tip amount or percentage at their option. The PIM must display all content required to meet the requirements of subdivision (a) of this section.

(iv) News and Entertainment Content. The PIM must feature reasonably fresh and up-to-date news and entertainment-based content, including weather and sports information, in compliance with paragraphs (5) and (6) below.

(v) Commercial Advertising and Sponsorships. At the option of the Street Hail Livery Licensee, the LPEP Provider may provide for the display on a PIM of commercial advertising and sponsorships in compliance with paragraphs (5) and (6) below;

(5) The content on the Passenger Information Monitor must not contain, imply, or declare endorsement by the City, the Commission, or any other agency of the City without the prior written consent of the Commission;

(6) The commercial advertising, commercial sponsorships, and news and entertainment content on the Passenger Information Monitor must not contain any content that falls within the following categories:

(i) Information promoting unlawful or illegal goods, services, or activities;

(ii) Obscene material (see New York Penal Law 235.00, as such provisions may be amended, modified, or supplemented from time to time);

(iii) Material, image, or description, which, if sold or loaned to a minor for monetary consideration with knowledge of its character or content, would give rise to a violation of New York Penal Law 235.21 (see also New York Penal Law 235.20) as such provisions may be amended, modified, or supplemented from time to time;

(iv) Information that is libelous or violates New York Civil Rights Law Section 50 as such provisions may be amended, modified, or supplemented from time to time;

(v) Images or information that demeans an individual or group of individuals on account of race, color, religion, national origin, ancestry, gender, age, disability, or sexual orientation;

(vi) Images or information that are so violent, frightening, or otherwise disturbing as to be harmful to minors;

(vii) Image of a person, who appears to be a minor, in a sexually suggestive dress, pose, or context;

(viii) Images or information that would be deemed by a significant segment of the public to be patently offensive, improper, in bad taste, or controversial;

(ix) Advertisements that propose a commercial transaction where the information contained in it is false, misleading, or deceptive;

(x) Advertisements that propose a commercial transaction, and promote tobacco or tobacco-related products;

(xi) Advertisements or any other information that is adverse to the commercial, proprietary, or administrative interests of the Commission, the City, or any other City agency, or is harmful to the morale of employees of the Commission, the City or any other City agency;

(xii) Advertisements that promote an escort service, or sexually oriented business; and

(xiii) Advertisements that do not promote a commercial message, do not propose a commercial transaction, or are not sponsorships by a commercial entity;

(7) The LPEP Provider must provide access to the Commission and any designee to all content on the LPEP with a PIM or screen as follows:

(i) by viewing the content in near real time on a web-based portal established by the LPEP Provider, or by providing a web service acceptable to the Commission, or by other method acceptable to the Commission; and

(ii) by downloading and transferring content to the Commission on a weekly basis;

(e) *Automatic Vehicle Location System and Location Services*. An LPEP must have an Automatic Vehicle Location System and must provide location services as provided below. The LPEP must conform to the following specifications:

(1) The LPEP must capture and transmit On-duty Location Positioning and Hail Exclusionary Zone Positioning and store and maintain the data in accordance with the requirements of subdivision (c)(5) of this section;

(i) The LPEP must prevent the Street Hail Livery Driver from engaging the Taximeter while in the Pre-Arranged Exclusionary Zone;

(ii) The LPEP must prevent the Street Hail Livery Driver from engaging Rate Code 4 within the five boroughs of New York City or when there is a mandated fare;

(2) The LPEP must capture and transmit all elements of the Trip Data involving geographic location data, and store and maintain the data in accordance with the requirements of subdivision (c)(5) of this section; and

(3) An LPEP with a PIM must capture geographic location data sufficient to display the Passenger Route Map on the PIM in accordance with the requirements of subdivision (d)(4)(ii) of this section.

(f) *Security.*

(1) All features of the LPEP, including the collection, transmission and maintenance of data by the LPEP Provider, required by this section must conform to the following security standards:

(i) Applicable PCI Standards;
(ii) Department of Information Technology and Telecommunications Citywide Information Security Policy for Service Providers and Encryption Standards ("DOITT Standards") at http://www.nyc.gov/html/doitt/html/business/security.shtml; and
(iii) Commission security standards to be promulgated at a later time.

(2) Access to all data required to be collected, transmitted and maintained by this section must be by log-in identification and password controls or other equivalent security measures.

(g) *Disaster Recovery*. All data required to be collected, transmitted and maintained by the LPEP and the LPEP Provider pursuant to this section must be backed up

and recoverable in accordance with a disaster recovery plan prepared by the LPEP Provider and approved by the Commission. The disaster recovery plan must include, but not be limited to, the following:

(1) A duplicate copy of all data must be stored in a separate, secure site for back-up and recovery purposes. In the event of a failure or interruption in the operation of the LPEP or in any services provided by the LPEP Provider relating to data collection, transmission or maintenance, the LPEP and any such services must be capable of saving and restoring all data without any degradation of data integrity or loss of data;

(2) The back-up data center should be geographically dispersed, preferably located at least 100 miles from the primary data center;

(3) The back-up data center should preferably reside on a separate power grid from the primary data center; and

(4) In the event the back-up data center is located within 100 miles of the primary data center or uses a common power grid with the primary data center, the disaster recovery plan must describe in detail how the plan will ensure the continuity of service and recovery of data when a single disaster affects both primary and back-up data centers.

(h) *Data Retention.* All data required to be collected, transmitted and maintained pursuant to this section must be maintained for at least three (3) years.

(i) *Service Levels.* The LPEP and the LPEP Provider must perform in accordance the requirements of this section and with the following service levels:

(1) Credit, Debit, and Prepaid Card Payment.

(i) The mean response time of an authorization request shall be five (5) seconds or less. Ninety-five percent (95%) of all authorization requests must occur in less than twenty-five (25) seconds. The response time is measured from the time of payment authorization initiation (e.g., card swipe or other triggering event) to the authorization response by the LPEP.

(ii) The availability of the authorization system must be greater than ninety-six percent (96%), if floor-limit authorizations are excluded, and must be greater than ninety-nine percent (99%) if floor-limit authorizations are included. Availability is measured by the ratio of the authorization responses to the authorization requests.

(iii) In an LPEP with a PIM or screen, the payment screen must appear in less than two (2) seconds after the Street Hail Livery Driver presses the button to indicate the end of the fare.

(2) Text Messaging; Driver Information Monitor.

(i) The availability of completing a text message to a single Street Hail Livery on the first attempt shall be greater than ninety-six percent (96%). The availability of completing a text message to all on-duty operating Street Hail Liveries installed by an LPEP Provider on the first attempt shall be greater than ninety-seven percent (97%). Availability is measured by the ratio of completed messages to message transmission requests.

(ii) The availability of the text messaging system shall be greater than ninety-nine percent (99%). Availability is measured by the ratio of uptime to total operating time.

(iii) At least fifty percent (50%) of the messages (256 bytes or smaller) sent from the Commission or other City agencies to operating Street Hail Liveries installed by an LPEP Provider must be received in less than eight (8) minutes. At least fifty percent (50%) of the messages (above 256 bytes up to 500 bytes) sent from the Commission or other City agencies to operating Street Hail Liveries installed by an LPEP Provider must be received in less than fifteen (15) minutes. This service level is measured from the time of message departure at the Commission or other City agency to the time of message arrival at the Street Hail Livery.

(iv) At least ninety-five percent (95%) of the messages (256 bytes or smaller) sent from the Commission or other City agencies to operating Street Hail Liveries installed by an LPEP Provider must be received in less than fifteen (15) minutes. At least ninety-five percent (95%) of the messages (above 256 bytes up to 500 bytes) sent from the Commission or other City Agencies to operating Street Hail Liveries installed by an LPEP Provider must be received in less than thirty (30) minutes. This service level is measured from the time of message departure at the Commission or other City agency to the time of message arrival at the Street Hail Livery.

(v) The Driver Information Monitor must have a mean time between failures (MTBF) greater than 67,500 hours and a mean time to repair (MTTR) of one (1) hour. The MTBF and MTTR are determined by the record of failures and repairs recorded or logged by the Help Desk.

(3) Trip Data Collection and Transmission.

(i) The LPEP must accurately collect, transmit and maintain Trip Data 99.95% of the time. This service level is measured by the ratio of total Trip Data collected, transmitted and maintained as captured from Taximeter readings taken at the Commission's inspection facility to the total number of trips per Street Hail Livery as recorded in the Trip Data records.

(ii) The availability and accessibility to the Commission of Trip Data must be greater than ninety-nine percent (99%). This service level is determined by the record of failures recorded or logged by the Help Desk.

(iii) The Trip Data must be retrievable by the Commission in response to a Commission initiated query within five (5) seconds at least fifty percent (50%) of the time and within ten (10) seconds at least ninety-five percent (95%) of the time. This service level is measured from the time of initiating the query to receipt of a response.

(4) PIM, Screen, or Other Credit/Debit/Prepaid Card Device.

The PIM, screen, or other device that reads credit/debit/prepaid cards must have a mean time between failures (MTBF) greater than 8,000 hours and a mean time to repair (MTTR) of two (2) hours. The MTBF and MTTR are determined by the record of failures and repairs recorded or logged by the Help Desk. The MTTR is measured from the time the Street Hail Livery arrives at an authorized repair facility.

(5) Automatic Vehicle Location System and Location Services.

(i) The AVL must determine the vehicle location in On-duty Location Positioning and On-duty Hail Exclusionary Zone Positioning to within twenty-five (25) meters at least ninety-seven percent (97%) of the time and to within fifty (50) meters at least ninety-nine percent (99%) of the time.

(ii) The availability of the AVL and location services shall be greater than 99.5%. Availability is measured as follows: (drop-off point determination + pick-up point determinations from Taximeter readings taken at Commission inspection facility) / (2 x number of paid trips as recorded in the Trip Data records).

(6) Maintenance Services.

Ninety-nine and nine tenths percent (99.9%) of service tickets or incidents as described in §83-22(c)(2) of these Rules must be resolved by the Help Desk within twenty-four (24) hours. Service ticket or incident resolution

time is measured from the time of first reporting of an incident until the time LPEP service is restored enabling the Street Hail Livery to continue service.

(j) *Critical Performance Failures.* A Critical Performance Failure exists when any of the following conditions are satisfied:

(1) Eight percent (8%) or more of the LPEPs installed by an LPEP Provider are unable to process credit, debit, and prepaid card payment for more than four (4) consecutive hours;

(2) The Commission or other City agencies are unable to transmit an emergency text message to at least twenty-five percent (25%) of the LPEPs installed by an LPEP Provider within four (4) hours; or

(3) During any month, more than eight percent (8%) of PIMS, screens, or other devices that read credit/debit/prepaid cards in LPEPs installed by an LPEP Provider experience a system failure as follows:

(i) For screens or other devices that read credit/debit/prepaid cards, a reported problem prevents a Passenger from making payment by credit, debit, or prepaid card; or

(ii) For PIMs, a reported problem prevents a Passenger from making payment by credit, debit, or prepaid card, viewing (or hearing) PSAs, or tracking the trip on the Passenger route map.

(k) *Inspection by TLC.* The LPEP Provider must enable the Commission to inspect all components and inner workings of the LPEP by providing Commission inspection personnel with access to the LPEP by magnetic swipe card and/or password, or other secure method. Such components and inner workings include, but are not limited to:

- Hardware,
- Software,
- Driver Information Monitor,
- Passenger Information Monitor,
- screen,
- device that reads credit/debit/prepaid cards,
- AVL receiver, and
- modem.