Chapter 75 — Rules for Authorization of Taxicab Technology Service Providers

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§75-01 Scope of the Chapter

(a) To establish a formal procedure for authorizing businesses to sell, lease, make available for use, install, service and repair Taxicab Technology Systems (TPEP)[1] for Taxicabs.

(b) To establish technical requirements for TPEP, in addition to those contained within the National Institute of Standards and Technology Handbook 44, and to approve Taxicab Technology Service Providers whose systems meet such requirements as Authorized TPEP Providers.

(c) To establish services to be provided by Authorized TPEP Providers for the benefit of Passengers, Medallion Owners, Taxicab Drivers, and the Commission.

(d) To establish appropriate conditions under which a TPEP Provider will be denied or lose TPEP Provider Authorization.

§75-02 Non-Compliance with Conditions of Authorization

(a) *Unauthorized Activity.*

(1) Unauthorized Activity is the act of providing or advertising the provision of any service described in this Chapter by:

(i) Any TPEP Provider whose Authorization is revoked or expired and not yet renewed, or

(ii) Any person who does not hold a Valid Authorization from the Commission to be a TPEP Provider.

(2) Unauthorized Activity specifically includes the activities listed in §75-09 of these Rules and may result in Authorization revocation.

(b) *Non-Compliance with Rules.* Failure to comply with any of the provisions of this Chapter may result in a revocation of TPEP Provider Authorization, following a written Notice of Non-Compliance and an opportunity to respond to such notice, as provided in this subdivision.

(1) *Written Notice of Non-Compliance*. If the Commission has reason to believe that an Authorized TPEP Provider has failed to comply with any of the provisions of this Chapter, the Commission will send the Authorized TPEP Provider a written Notice of Non-Compliance, which will include the following: (i) the specific rule(s) with which the Provider failed to comply; (ii) the date by which the Provider's written response to the Notice of Non-Compliance is due as provided in paragraph (2) of this subdivision; and (iii) a statement that the failure to timely

[1] "TPEP" is an acronym for Taxicab Passenger Enhancements Program and stands for Taxicab Technology System.

submit a response will result in the automatic revocation of the TPEP Provider Authorization.

(2) *Opportunity to Respond to Notice of Non-Compliance*. Upon receipt of a Notice of Non-Compliance, an Authorized TPEP Provider is required to submit a written response to the Notice of Non-Compliance to the Commission within twenty (20) business days of the date of issuance of the Notice of Non-Compliance. If the Commission is not in receipt of such response within twenty (20) business days of the issuance date, the Commission will deem the Provider to be in non-compliance with the specific rules identified in the Notice of Non-Compliance and the Provider's TPEP Authorization will be automatically revoked. In the event of such automatic revocation, the Commission will provide notice of the automatic revocation to the TPEP Provider, and the Provider will be required to notify the Medallion Owners as required in paragraph (3) of subdivision (c) of this section.

(3) *Decision of the Deputy Commissioner*. After receipt of a written response to a Notice of Non-Compliance from the TPEP Provider, a Deputy Commissioner of the Commission will issue a written decision on the notice within five (5) business days of receipt or such longer period as may be consented to by the TPEP Provider. The decision of the Deputy Commissioner will state whether or not the Commission has found the Provider in compliance with the specific rules identified in the Notice of Non-Compliance and will state findings of fact and conclusions of law upon which such finding is based. If the Deputy Commissioner finds that the TPEP Provider failed to comply with one or more of the specific rules identified in the Notice of Non-Compliance, the Deputy Commissioner will in his or her discretion either: (i) prescribe the time period(s) for cure of the non-compliance of each of the specific rules, not to be less than five (5) business days and not to exceed twenty (20) business days; or (ii) revoke the TPEP Provider Authorization if the Deputy Commissioner finds that continued Authorization will likely have an adverse impact on Medallion Owners, Taxicab Drivers, Passengers, and/or public safety and convenience. The decision of the Deputy Commissioner shall constitute the final determination of the Commission unless appealed pursuant to paragraph (4) of this subdivision.

(4) *Appeals to the Chairperson*. Upon the Deputy Commissioner's issuance of a decision as provided in paragraph (3) of this subdivision, a TPEP Provider may appeal such decision in writing to the Chairperson of the Commission within five (5) business days of the issuance of such decision. The Chairperson may accept, reject, or modify the decision of the Deputy Commissioner. The decision of the Chairperson will constitute the final determination of the Commission.

(5) *Failure to Cure*. Following the issuance of a decision of the Deputy Commissioner containing a cure period and the expiration of said cure period, should the Commission believe the TPEP Provider failed to cure the non-compliance during the specified cure period, the Commission will issue a second

Notice of Non-compliance, pursuant to paragraph (b)(1) of this section, for failure to comply with the decision of the Deputy Commissioner.

(6) *Summary Revocation.* Nothing in this section limits the authority of the Commission to summarily revoke any TPEP Provider Authorization when a threat to public health, safety, or welfare exists.

(c) *Non-renewal of Authorization; Notification to Medallion Owners of Notice of Non-Compliance; Revocation.*

(1) Non-renewal of Authorization.

(i) If a TPEP Provider Authorization is not timely renewed, the Authorization expires on the day after the last date to renew and the TPEP Provider must immediately notify each Medallion Owner who is using the TPEP approved under the expired Authorization that the Medallion Owner has thirty (30) days from the date of Authorization expiration to obtain a TPEP and related services from another TPEP Provider. The TPEP Provider must provide to the Commission a confirmation that each Medallion Owner has been so notified.

(ii) Upon expiration of the TPEP Provider Authorization, the TPEP Provider must not enter into any new contracts with Medallion Owners for sale, lease or use of the TPEP approved under the expired Authorization, and must not renew the existing contracts with Medallion Owners who are using the TPEP approved under the expired Authorization.

(iii) Upon expiration of the TPEP Provider Authorization, the TPEP Provider must continue to provide to each such Medallion Owner all services required by this Chapter, including but not limited to Maintenance Service, and will be subject to all Rules including the terms of the Memorandum of Understanding as if its TPEP Provider Authorization had not expired for:

A. fifty (50) days after Authorization expiration, or

B. until all such Medallion Owners have obtained TPEPs and related services from other TPEP Providers, whichever is earlier.

(iv) A TPEP Provider whose Authorization has expired must provide to each Medallion Owner who used the TPEP approved under the expired Authorization the following:

(A) De-installation of the TPEP at a rate agreed upon by the TPEP Provider and Medallion Owner in their TPEP customer contract or, if no rate exists, at no charge;

(B) If the Medallion Owner did not purchase the TPEP for ownership, a refund of all pre-paid deposits made by the Medallion Owner in relation to the installation or use of the TPEP s; and

(C) If the Medallion Owner purchased the TPEP for ownership, a refund of the purchase price of the TPEP based on the net book value of such TPEP,

(I) 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 for new units; and

(II) applying straight line depreciation by using the purchase price as the cost basis and assuming a sixty (60) month useful life from the original installation date, with no salvage value for used units.

(v) Upon expiration of the TPEP Provider Authorization, the TPEP Provider must continue to provide to the Commission all services required by this Chapter, including but not limited to, maintaining and providing access to data and reporting services, text messaging capabilities, and processing updates to TLC Content, for:

A. one hundred fifty (150) days after Authorization expiration, or

B. until all Medallion Owners have obtained TPEPs and services from other TPEP Providers and the Commission certifies that the TPEP Provider services are no longer required, whichever is earlier.

(2) Notification to Medallion Owners of Notice of Non-Compliance.

(i) Following receipt of a Notice of Non-Compliance as provided in paragraph (1) of subdivision (b) of this section, an Authorized TPEP Provider must immediately notify each Medallion Owner who is using the TPEP approved under the Authorization:

(A) Of the date of issuance of the Notice of Non-Compliance and that if the TPEP Provider does not submit a written response within twenty (20) business days of the issuance of the Notice of Non-Compliance, the Commission will deem the Provider to be in non-compliance with the specific rules identified in the notice and automatically revoke the Provider's TPEP Authorization, or, if the TPEP Provider submits a written response within twenty (20)

business days of the issuance of the Notice of Non-Compliance, a Deputy Commissioner of the Commission will issue a written decision within five (5) business days. Thereafter, an appeal of such decision to the Chairperson is available which, if timely requested, will result in the final determination of the Commission.

(B) That, if the TPEP provider fails to effectuate a timely cure (as demonstrated by the Commission's issuance of a Notice of Non-Compliance and a final decision that such cure was not timely effectuated) , the Medallion Owner has the option to terminate or not renew its contract with the Authorized TPEP Provider, and in the event of termination or non-renewal, the Medallion Owner has thirty (30) days from a final Commission decision that such cure was not timely effectuated to obtain a TPEP and related services from another TPEP Provider

(ii) Pending the final Commission determination on a Notice of Non-Compliance, the Provider must not enter into any new contracts with Medallion Owners for sale, lease or use of the TPEP approved under the Authorization, and must disclose the existence of the Notice of Non-compliance prior to renewing the existing contracts with Medallion Owners who are using the TPEP approved under the Authorization.

(iii) Pending the final Commission determination on a Notice of Non-Compliance, the TPEP Provider must continue to provide to such Medallion Owners all services required by this Chapter, including but not limited to Maintenance Service, and will be subject to all Rules including the terms of the Memorandum of Understanding.

(iv) If the Medallion Owner opted to terminate or not renew its contract with the TPEP Provider pursuant to item (B) of subparagraph (i) of this paragraph, the TPEP Provider must provide:

(A) all services required by this Chapter:

(I) for thirty (30) days after a final Commission determination on a Notice of Non-Compliance is issued, or

(II) until the Medallion Owners has obtained a TPEP and related services from another TPEP Provider, whichever is earlier; and

(B) de-installation at no charge and refunds as described in clauses (B) and (C) of subparagraph (1)(iv) of this subdivision to the Medallion Owner who used the TPEP approved under the Authorization.

(3) Revocation.

(i) If a TPEP Provider's Authorization has been revoked by the Commission, the TPEP Provider must immediately notify each Medallion Owner who is using the TPEP approved under the revoked Authorization that:

(A) its contract with the TPEP Provider will be deemed terminated thirty (30) days following the date of Authorization revocation, or

(B) its contract with the TPEP Provider may be terminated earlier by the Medallion Owner giving written notice of termination, and,

(C) the Medallion Owner has up to thirty (30) days from the date of Authorization revocation to obtain a TPEP and related services from another TPEP Provider.

The TPEP Provider must provide to the Commission a confirmation that each Medallion Owner has been so notified.

(ii) Upon revocation of the TPEP Provider's Authorization, the Provider must not:

(A) enter into any new contracts with Medallion Owners for sale, lease or use of the TPEP approved under the revoked Authorization, or

(B) renew the existing contracts with Medallion Owners who are using the TPEP approved under the revoked Authorization.

(iii) Upon revocation of the TPEP Provider Authorization, if the TPEP approved under the revoked Authorization is functioning properly, the TPEP Provider must continue to provide to such Medallion Owners all services required by this Chapter, including but not limited to Maintenance Service, and will be subject to all Rules including the terms of the Memorandum of Understanding as if its TPEP Provider Authorization had not been revoked, for:

(A) fifty (50) days after Authorization revocation, or

(B) until all such Medallion Owners have obtained TPEPs and related services from other TPEP Providers, whichever is earlier.

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

(v) A TPEP Provider whose Authorization has been revoked must provide de-installation at no charge and refunds as described in clauses (B) and (C) of subparagraph (1)(iv) of subdivision (c) of this section to each Medallion Owner who used the TPEP approved under the revoked Authorization.

(vi) Upon revocation of the TPEP Provider Authorization, the TPEP Provider must continue to provide to the Commission all services required by this Chapter, including but not limited to, maintaining and providing access to data and reporting services, text messaging capabilities, and processing updates to TLC Content, for:

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

B. until all Medallion Owners have obtained TPEPs and services from other TPEP Providers and the Commission certifies that the TPEP Provider services are no longer required, whichever is earlier.

§75-03 Definitions Specific to this Chapter

(a) *Accessible Taxicab* means the same as the same term in §51-03 of these Rules.

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

(c) *Authorization*. When the term "Authorization" is used by itself in this Chapter—and in this Chapter ONLY—it refers to a TPEP Provider Authorization.

(d) *Authorized TPEP Provider* means the same as the same term in § 51-03 of these Rules.

(e) *Automatic Vehicle Location System or AVL* means the same as the same term in §51-03 of these Rules.

(f) *Business Entity Person* means, for purposes of this Chapter only, a principal owner, officer, partner, or member of a Business Entity designated by the Business Entity to submit an application for a TPEP Provider Authorization.

(g) *Credit, Debit, and Prepaid Card Services.* The portion of the TPEP used to process Passenger payment of fare in a Taxicab by credit, debit, or prepaid card as described in §75-25(a) of these Rules.

(h) *Critical Performance Failure.* A failure of the TPEP or any of its components that satisfies any of the conditions set forth in §75-25(j) of these Rules.

(i) *Digital Wallet Application* means the same as the same term in § 51-03 of these Rules

(j) *Driver Information Monitor or DIM.* The display unit that is part of the TPEP, enables Taxicab Drivers at a minimum to receive and send text messages, and has the features described in §75-25(b) of these Rules.

(k) *E-Hail App* means the same as the same term in §51-03 of these Rules.

(l) *E-Payment* means the same as the same term in §51-03 of these Rules.

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

(n) *Epilogue.* The series of screens to be run on a Passenger Information Monitor at the end of each trip as described in §75-25(d)(2)(i)(A) of these Rules.

(o) *Fit to be an Authorized Provider* means the same as the same term in §51-03 of these Rules.

(p) *Hardware* means the same as the same term in §51-03 of these Rules.

(q) *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.

(r) *Maintenance Service.* All of the services required to be provided by the TPEP Provider pursuant to §75-20 of these Rules.

(s) *Medallion Owner* means the same as the same term in §51-03 of these Rules.

(t) *Memorandum of Understanding or MOU* means a written, signed agreement between the Commission and an Authorized TPEP Provider as described in §75-05(h) of these Rules.

(u) *Merchant* means the same as the same term in §51-03 of these Rules.

(v) *Modification of TPEP.* Any modification to the TPEP or related services, after the Commission has issued a TPEP Provider Authorization for such TPEP, that would materially alter any of the following:

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

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

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

(4) the manner in which the Commission, Medallion Owners, Taxicab Drivers or Passengers use the TPEP or related services; or

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

A Modification of TPEP excludes:

(6) fixes and/or maintenance patches necessary to conform the TPEP or any of its components or related services to the requirements set forth in §75-25 of these Rules; and

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

(w) *NIST Handbook 44* means the handbook of standards issued by National Institute of Standards and Technology as it may change from time to time. See www.nist.gov

(x) *Notice of Non-Compliance* means a notice issued to an Authorized TPEP Provider pursuant to §75-02(b) of these Rules, informing the Authorized TPEP Provider that the TLC has reason to believe that the TPEP Provider is not in compliance with the specified section(s) of these Rules.

(y) *On-duty Location Positioning.* The date, time and geographic position, including latitude, longitude, and human-readable street address, of an on-duty Taxicab (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 two minutes, including a Taxicab with the on-duty unavailable code entered pursuant to §75-25(b)(5) of these Rules.

(z) *Passenger Information Monitor or PIM* means the same as the same term in §51-03 of these Rules.

(aa) *Passenger Route Map.* The interactive route map featured in the PIM for viewing by a Passenger and as further described in §75-25(d)(2)(ii) of these Rules.

(bb) *Passenger Surveys.* In-vehicle surveys on the Passenger Information Monitor that can be taken by Passengers as described in §75-25(d)(2)(i)(C) of these Rules.

(cc) *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.

(dd) *Performance Failure.* An event that causes the TPEP or the related services to fail to satisfy any of the Service Levels required in §75-25(i) of these Rules.

(ee) *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 Taxicab Driver and the Driver's Commission license number is not Personal Information.

(ff) *Prologue.* The series of screens to be run on a Passenger Information Monitor at the start of each trip as described in §75-25(d)(2)(i)(A) of these Rules.

(gg) *Provider.* When the term "Provider" is used by itself in this Chapter—and in this Chapter ONLY—it refers to an Authorized TPEP Provider.

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

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

(jj) *Service Levels.* The standards of performance of the TPEP and its components that are described in §75-25(i) of these Rules.

(kk) *Software* means the same as the same term in §51-03 of these Rules.

(ll) *Taxicab* means the same as the same term in §51-03 of these Rules.

(mm) *Taxicab Driver* means the same as the same term in §51-03 of these Rules.

(nn) *Taxicab License* means the same as the same term in §51-03 of these Rules.

(oo) *Taxicab Technology Service Provider or TPEP Provider* means the same as the same term in §51-03 of these Rules.

(pp) *Taxicab Technology System or TPEP* means the same as the same term in §51-03 of these Rules.

(qq) *Taxicab Technology Service Provider Authorization or TPEP Provider Authorization.* The designation of a Taxicab Technology Service Provider as an Authorized TPEP Provider pursuant to this Chapter.

(rr) *Taximeter* means the same as the same term in §51-03 of these Rules.

(ss) *TLC Audio/Video Content* means content displayed on a PIM provided by or on behalf of the Commission, the City and/or its agencies from time to time in graphic or text files or other format and at the sole discretion of the Commission.

(tt) *TLC Content.* The content defined in §75-25(d)(2)(i) of these Rules.

(uu) *Trip Data* means the same as the same term in §51-03 of these Rules.

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

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

§75-04 Authorization – General Requirements

(a) *Applicants.* An Applicant for a TPEP Provider Authorization or an Authorization renewal may be an individual or a Business Entity.

(b) *Authorization for each TPEP*. An application for a new or renewal TPEP Provider Authorization must be filed for each TPEP for which Commission authorization is sought. A separate TPEP Provider Authorization will be issued or renewed for each authorized TPEP. If an Applicant wishes to submit more than one TPEP for Authorization and more than one of the TPEPs share characteristics, the Commission, in its discretion, may permit the Applicant to certify (1) that the documentation required in §75-05(b) of these Rules applies to more than one of the TPEPs; and (2) the reasons such documentation is sufficient for more than one of the TPEPS. All requirements of this Chapter apply to each Authorization to be issued or renewed.

(c) *Certification.* Any new or renewal application for TPEP Provider Authorization 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 TPEP Provider Authorization 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 of the United States, or any political subdivision of such state or territory; and

(2) A valid social security card.

(e) *Age.* The individual or Business Entity Person applying for TPEP Provider Authorization 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 TPEP Provider Authorization or its renewal must be able to speak, read, write, and understand the English language.

(g) *Fit to be an Authorized TPEP Provider*. The individual or Business Entity Person applying for TPEP Provider Authorization or its renewal must demonstrate that he, she, or it is Fit to be an Authorized TPEP Provider. Any occurrence of the following may preclude an individual or Business Entity from being Fit to be an Authorized TPEP Provider:

(1) *Criminal Conviction*: Any criminal conviction within five years of the application for Authorization of the individual applying for Authorization or of any principal owner, officer, partner, or member of a Business Entity applying for Authorization; or

(2) *Revocation by the TLC:* Any revocation of TPEP Provider Authorization within five years of the application for Authorization; or

(3) *Unauthorized Activity*: Any unauthorized activity, as defined in §75-02(a), within five years of the application for Authorization; or

(4) *Termination of Contract or Revocation in Other Markets*: Where Provider was a party to a contract with a regulatory body or held any license, authorization or permit in a market outside New York City, which contract, license, authorization or permit required or permitted the Provider to furnish systems and services substantially similar to those governed by this Chapter, any termination of such contract for cause or revocation for cause of any such license, authorization or permit within five years of the application for Authorization.

(h) *Partnership Filings.* When the Applicant is a partnership, it must file with its Authorization 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) of this section.

(i) *Corporate or LLC Filings.* When the Applicant is a corporation, it must file with its Authorization 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 Authorization application

(ii) A certificate of good standing if the Applicant was incorporated more than one year from the date of the Authorization 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) When the Applicant is a privately held company, a list of its officers and shareholders holding at least a five (5) percent ownership interest in the corporation, including names, residence addresses, telephone numbers, and percentage of ownership interest of each listed officer and 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 list of the members, with the percentages of the Applicant owned by each.

(j) *Uniqueness of Name.* The Commission may reject the proposed name of any TPEP Provider that the Commission finds to be substantially similar to any name in use by another Authorized TPEP Provider.

(k) *Intellectual Property*. An Applicant must own the rights to or hold licenses to all the intellectual property associated with the Applicant's proposed TPEP. The Commission reserves the right to request proof of such rights or licenses at any time during the Authorization period.

(l) *Payment of Fines and Fees.*

(1) An Applicant, including an applicant for a renewal Authorization, 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 principal owner, officer, partner, or member of the Applicant, and

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

(m) *Address.* An Applicant must give the Commission the Applicant's current Mailing Address and Email Address as required by §75-15 of these Rules.

(n) *Interview and Presentation*. Applicants may be required to provide an in-person interview and/or presentation to the Commission.

§75-05 Authorization – Specific Requirements

(a) *TPEP Approval for New Authorization.* The Commission will not issue a TPEP Provider Authorization to any Applicant unless the Commission approves the TPEP proposed for sale, lease or use by the Applicant and the Applicant has signed a Memorandum of Understanding with the Commission as provided in subdivision (h) of this section. In determining whether to approve the TPEP, the Commission will consider, in its reasonable discretion, whether the documentation and demonstration model required to be submitted by the Applicant pursuant to subdivision (b) of this section adequately demonstrates that the TPEP complies with all of the requirements set forth in §75-25 of these Rules, or as such requirements may be waived or modified by the Commission pursuant to subdivision (g) of this section.

(b) *Documentation and Demonstration Model for TPEP Approval.* The Applicant must submit with its Authorization application the following documentation for each TPEP being made available by the TPEP Provider. All documentation pertaining to an independent third party must be accompanied by a signed authorization from the Applicant authorizing the Commission to contact the independent third party directly and authorizing the independent third party to respond to inquiries from the Commission.

(1) Acceptance Testing Documentation

(i) An acceptance test plan that uses information technology industry testing tools, techniques, and methodologies designed to comprehensively test whether the TPEP and related services comply with all of the

requirements set forth in §75-25(a)-(e), (i), and (l)-(p) of these Rules, or as such requirements may be waived or modified by the Commission pursuant to subdivision (g) of this section;

(ii) Documentation demonstrating that an independent third party that is accredited by the American National Standards Institute-American Society of Quality National Accreditation Board ("ANAB") to perform International Organization for Standardization ("ISO") 9001 certifications has performed acceptance testing consistent with the acceptance test plan, and the successful results of the acceptance testing;

(2) Security Testing Documentation

(i) A security test plan that uses information technology industry testing tools, techniques, and methodologies designed to comprehensively test whether the TPEP and related services comply with all of the requirements set forth in §75-25(f) and §76-03 of these Rules, or as such requirements may be waived or modified by the Commission pursuant to subdivision (g) of this section;

(ii) Documentation, to be renewed and resubmitted to the TLC every twelve (12) months, demonstrating that an independent third party that is a Qualified Security Assessor ("QSA") company has performed security testing of the TPEP and related services to determine compliance with the security standards set forth in §75-25(f)(1)(i) of these Rules, or as such standards may be waived or modified by the Commission pursuant to subdivision (g) of this section, and the successful results of the security testing;

(iii) Documentation, to be renewed and resubmitted to the TLC every twelve (12) months, demonstrating that an independent third party that is either a QSA company or a company accredited by ANAB to certify ISO 27001 has performed security testing of the TPEP and related services to determine compliance with the security standards set forth in §75-25(f)(1)(ii) and (iii) of these Rules, or as such standards may be waived or modified by the Commission pursuant to subdivision (g) of this section, and the successful results of the security testing;

(3) Disaster Recovery Plan

A disaster recovery plan that complies with the requirements set forth in §75-25(g) of these Rules;

(4) Usability Testing Documentation

(i) A usability test plan to comprehensively test the usability of the TPEP for both Taxicab Drivers and Passengers, including but not limited to: software ergonomics, human system interaction processes, displays and display-related hardware, user performance test methods, and tactile and haptic interactions (in accordance with ISO 9241 100, 200, 300, and 900 series), or a comparable test plan that meets Commission approval;

(ii) Documentation demonstrating that an independent third party that performs usability testing has performed usability testing of the TPEP consistent with the usability test plan, and certification by the independent third party of the successful results of the usability testing;

(5) System Documentation

A detailed system design document, functional system description, application programming interface design documentation for E-Hail Apps that provide for E-Payment, and a procedures manual / user guide that describes the features and operations of the TPEP;

(6) Operations Support Documentation

An operations support plan that outlines how the TPEP Provider plans to meet the Maintenance Service requirements outlined in §75-20 and §75-25(i)(6) of these Rules, the requirements of §75-21 of these rules, and respond to any outages or reasonable requests from the Commission.

(7) Demonstration Model

A working demonstration model of the TPEP integrated with a Taximeter, inclusive of the following components:

(i) Hardware,

(ii) Software,

(iv) Driver Information Monitor,

(v) Passenger Information Monitor,

(vi) AVL receiver, and

(vii) Wired and wireless connection devices.

The demonstration model need not be installed into a vehicle for demonstration purposes so long as the components are connected and the model can demonstrate how the TPEP functions.

(c) *Modification of TPEP*. In order to implement a Modification of TPEP , after the TPEP Provider Authorization is issued pursuant to this Chapter, the Authorized TPEP Provider must submit an application for approval of a Modification of TPEP by submitting all documentation and a demonstration model required by subdivision (b) of this section and the fee required in §75-07(c) of these Rules. The TPEP Provider may submit documentation covering just the changes proposed in the Modification of TPEP, so long as the TPEP Provider also provides a certification that its original documentation is still applicable for the portions of the TPEP that will remain un-changed. The Commission will treat the submission as an application for a new TPEP Provider Authorization. If the Commission approves the Modification of TPEP, the existing TPEP Provider Authorization will apply to the modified TPEP.

(d) *TPEP Approval Upon Renewal.* If, upon renewal of the TPEP Provider Authorization,

(1) there has been a change to the Commission Rules or NIST Handbook 44 that requires a Modification of TPEP in order to bring the TPEP into compliance with such changes, the TPEP Provider must seek approval of a Modification of TPEP and must meet all of the requirements applicable to a Modification of TPEP pursuant to subdivision (c) of this section;

(2) there has not been a change to the Commission Rules that requires a Modification of TPEP in order to bring the TPEP into compliance with such changes, however the TPEP Provider wishes to seek approval of a Modification of TPEP, the TPEP Provider must meet all requirements applicable to a Modification of TPEP pursuant to subdivision (c) of this section;

(3) there has not been a change to the TPEP Rules or NIST Handbook 44 that requires a Modification of TPEP in order to bring the TPEP into compliance with such changes, the Provider does not seek approval of a Modification of TPEP, and there has been no Modification of TPEP since the prior Commission approval of the Authorization or prior Commission approval of a Modification of TPEP, the Provider must certify this and also certify that all prior certifications by independent third parties submitted to the Commission are still valid.

(e) *Required Insurance.* As a part of its submission of an application for a new TPEP Provider Authorization, an Applicant must provide to the Commission proof of the insurance required in this subdivision. As part of its submission of an application to renew a TPEP Provider Authorization, the Provider must provide to the Commission proof of the insurance required in this subdivision. Required insurance coverage must be valid for the duration of the Authorization period, and the Commission reserves the right to request proof of insurance at any time during the Authorization period.

(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 authorized 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 authorized 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 authorized 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 authorized 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 authorized 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 authorized 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 authorized under this Chapter. For clarity, this paragraph (4) shall not be applicable to Taxicab Drivers, and individuals or business entities employed by any TPEP 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 authorized 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 authorized 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 authorized 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 does not apply to any Taxicab, Taxicab vehicle owner or Taxicab Driver, and the TPEP Provider as such will not be responsible for obtaining any insurance for Taxicabs.

(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 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, 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 must be the greater of:

(A) the minimum limits set forth in this subdivision; 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 and Employer's Liability Insurance, the Applicant must submit to the Commission one of (A), (B), (C), (D), or (E) below:

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

(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 Disability Benefits Insurance, the Applicant must submit to the Commission one of (A), (B), (C), or (D) below:

(A) DB-120.1Certificate of Insurance Coverage under the NYS Disability Benefits law;

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

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

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

ACORD forms are not acceptable proof of disability benefits coverage.

(iii) For each policy required under this subdivision, except for Workers' Compensation Insurance, Disability Benefits Insurance, Employer's Liability Insurance, and Unemployment Insurance, the Applicant must file with the Commission a Declarations Page issued by the insurer. All Declaration Pages 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 Insurer" in the form provided by the Commission or copies of all policies referenced in the Declarations Page. 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.

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

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

(vi) If the Provider receives notice, from an insurance company or other person, that any insurance policy required under this subdivision 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, the Provider must provide the insurer with timely notice thereof on behalf of the City. Such notice must be given even where the Provider may not have coverage under such policy (for example, where one of Provider'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:

(A) the number of the insurance policy;

(B) the name of the named insured;

(C) the date and location of the damage, occurrence, or accident;

(D) the identity of the persons or things injured, damaged, or lost; and

(E) the title of the claim or suit, if applicable.

The Provider 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 Provider fails to comply with the requirements of this subdivision (e)(9)(i), the Provider 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 do not relieve the Provider of any liability for indemnification under this Chapter.

(iii) The Provider 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 (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 Provider and/or its subcontractors required to be authorized under this Chapter.

(iv) If the Provider requires any subcontractor to procure insurance in connection with any of the activities authorized under this Chapter and requires the subcontractor to name the Provider as an additional insured under such insurance, the Provider 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 Authorized TPEP Provider must submit to the Commission Certificates of Insurance confirming renewals of insurance before coverage of insurance policies required under subdivision (e) of this section expires. Certificates of Insurance must comply with the requirements of subparagraphs (i), (ii), and (iii) of paragraph (8) of subdivision (e), as applicable.

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

(h) *Memorandum of Understanding.* Prior to Authorization, a TPEP Provider must enter into a Memorandum of Understanding with the Commission, as provided in this subdivision. The MOU must include terms and conditions that are consistent with the following provisions and the Commission's mandatory terms for the MOU shall be limited to the following provisions:

(1) The TPEP Provider must pay liquidated damages to the Commission in the amount of one hundred dollars ($100) per day for each day or part thereof of non-compliance with the terms and conditions of the MOU or any provision of Chapter 75 of the Commission Rules. Whether the assessment of liquidated damages will be on a systemic or per taxicab basis and when the liquidated damages will begin accruing must be determined by the parties in the MOU;

(2) The TPEP Provider must comply with the indemnification provisions in §75-11 of the Commission Rules;

(3) The TPEP Provider must immediately notify the Commission if the Provider knows or should have known of any illegal, unlicensed, or unauthorized activity involving the installation, maintenance, or use of a TPEP or Taximeter;

(4) The parties agree that the MOU 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 (without regard to conflict of law principles) and the laws of the United States, where applicable;

(5) The parties agree that any and all claims asserted by or against either party arising under or related to the MOU 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; and

(6) The MOU must require that the TPEP customer contract to be entered into between the TPEP Provider and a Medallion Owner as described in §75-18(b) of these Rules include the following terms and conditions, and the TPEP Provider must obtain approval from the Commission of the form of each customer contract the Provider intends to use. The Commission's mandatory terms for the customer contract between the TPEP Provider and Medallion Owner shall be limited to the following provisions:

(i)

(A) The contract term shall be for a time period of up to five years, but the TPEP Provider must offer a one year contract option to the Medallion Owner. Any contract for a term of more than one year shall contain a clause acknowledging that the Medallion Owner has the option to sign a one year contract and the Medallion Owner has elected not to exercise that option.

(B) All contract terms shall be subject to the term of the TPEP Provider's Authorization;

(ii) The TPEP Provider must maintain Valid TPEP Provider Authorization under Chapter 75 of the Taxi and Limousine Commission Rules and comply with all of the provisions of such Chapter 75 throughout the duration of the contract;

(iii) The TPEP Provider agrees to provide Maintenance Service in accordance with §75-20 of the Taxi and Limousine Commission Rules;

(iv) The TPEP Provider agrees to comply with the TPEP requirements and Service Levels as required by §75-21 of the Taxi and Limousine Commission Rules;

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

(vi) The TPEP Provider agrees to maintain the insurance required by §75-05(e) of the Taxi and Limousine Commission Rules;

(vii) 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:

(A) 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

(B) 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 Taxicab, including without limitation, replacing the partition, drilling holes in the dashboard, etc., that are consistent with standard installation of TPEPs shall not constitute physical damage to the Taxicab;

(viii) The TPEP Provider agrees to defend, indemnify and hold harmless the Medallion Owner against any and all damages, fines, penalties, 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 TPEP Provider, or use by the Medallion Owner, Taxicab Driver, or Passenger, of the TPEP, any component thereof, or any service related to the TPEP, except to the extent the alleged infringement is due to the unauthorized alteration or use of the TPEP by the Medallion Owner or a Taxicab Driver.

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

(A) the obligations to provide indemnification required in subparagraphs (vii) and (viii) of this paragraph; or

(B) any and all damages, fines, penalties, 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 tortuous or willful conduct of a party.

(x) The Medallion Owner may terminate the contract for convenience upon at least twenty (20) days prior written notice to the TPEP Provider and payment of a termination fee of twenty-five percent (25%) of any recurring rates and charges (including any hardware lease or equipment rental fees) multiplied by the number of months remaining on the contract, not to exceed twenty-four (24) months;

(xi) Either party may terminate the contract for cause if the other 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 non-defaulting party;

(xii) Either party may terminate the contract upon five (5) business days written notice to the other party (A) if such other party ceases to do business as a going concern, or (B) upon 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;

(xiii) If the Medallion Owner is eligible and opts to terminate its contract with the TPEP Provider pursuant to §75-02(c)(2) of the Taxi and Limousine Commission Rules, the TPEP Provider must comply with such rule, which includes continuing to provide services to the Medallion Owner as required by such Rule;

(xiv) The TPEP Provider must reimburse the Medallion Owner for all Fines caused by the TPEP Provider's failure to perform as required by the Taxi

and Limousine Commission Rules or caused by the TPEP Provider's breach of any term or condition of the contract, provided that any such failure to perform or breach is not attributable to any acts or omissions by the Medallion Owner, any abuse or misuse of the applicable TPEP, or any *force majeure* condition, and the Medallion Owner complies with §58-41(c) of these Rules The term "Fine" means any and all fees, fines, or financial penalties imposed on the Medallion Owner or Taxicab Driver by the City, the Taxi and Limousine Commission, or other City agency;

(xv) If the Taxi and Limousine Commission, Medallion Owner or Taxicab Driver notifies the TPEP Provider in writing of a Performance Failure, the TPEP Provider must remedy the Performance Failure within a cure period of thirty (30) days following receipt of notification. If the TPEP Provider does not remedy the Performance Failure within the 30-day cure period, then the TPEP Provider must apply a five (5) percent credit of the monthly fees for the first month following the cure period. If the Performance Failure continues during the second month and subsequent months following the 30-day cure period, the TPEP Provider must apply a credit of ten (10) percent of the monthly fees for the second month and for each month thereafter;

(xvi) The TPEP Provider must provide to the Medallion Owner all intellectual property licenses needed to operate and use the TPEP.

(xvii) 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;

(xviii) If the TPEP Provider subcontracts any services related to the TPEP, the TPEP Provider will be fully responsible to the Medallion Owner for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by such subcontractors as the TPEP Provider is for the acts and omissions of any persons directly employed by it;

(xix) 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 (without regard to conflict of law principles) and the laws of the United States, where applicable;

(xx) 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; and

(xxi) Such additional terms and conditions agreed to by the parties that are not inconsistent with the terms and conditions in subparagraphs (i) through (xx) of this paragraph.

(i) *Non-Compliance with MOU*. A TPEP Provider's non-compliance with any of the terms and conditions of the MOU shall be deemed to be non-compliance with this Chapter.

§75-06 Authorization – Financial Disclosure

For privately held companies, each individual Applicant and each principal owner, officer, partner, or member of a Business Entity Applicant for a new or renewal TPEP Provider Authorization 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 Taxicab and any other information requested by the Chairperson.

§75-07 Authorization – Fees and Term of Authorization

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

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

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

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

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

(f) *Term of Authorization.* The term of Authorization for a TPEP Provider will be three years or less and each Authorization will expire on October 31st.

(g) *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 Authorization.

(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 Authorization. If the application is not filed before the expiration date, the Authorization cannot be renewed.

§75-08 Authorization – Cause for Denial

(a) *Failure to Continuously Comply.* Whenever the Commission determines that the Authorized TPEP Provider no longer meets the requirements for Authorization, the Commission may revoke the Authorization and deny any application for renewal, pursuant to the procedures set forth in §75-02 of these Rules..

(b) *Failure to Complete Application Requirements*

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

(c) *Additional Consideration of an Application.* If a review of the application leads the Chairperson to believe that the Applicant may not be Fit to be an Authorized TPEP Provider, 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 a reasonable time period as requested, or failure to appear at a scheduled interview, will result in a denial of the application.

§75-09 General Requirements for Maintaining Authorization – Unauthorized Activity

TPEP Provider Authorization Required. An individual or Business Entity must not sell, lease, make available for use, install, maintain, service or repair a TPEP in any Taxicab, or enter into or renew a contract with a Medallion Owner for the sale, lease, use, installation, maintenance, service or repair of a TPEP without a Valid TPEP Provider Authorization.

§75-10 General Requirements for Maintaining Authorization – Compliance with Applicable Law

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

(b) *Occupational Safety & Health Administration.* An Authorized TPEP Provider must comply with all applicable Occupational Safety and Health Administration (OSHA) standards and requirements at the Provider'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 Authorized TPEP Provider 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 Authorized TPEP Provider 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.

§75-11 General Requirements for Maintaining Authorization – Indemnification

(a) *General Indemnification.* An Authorized TPEP Provider 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 Authorized TPEP Provider and/or its employees, agents or subcontractors in connection with any of the activities authorized 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 Authorized TPEP Provider, the City shall be partially indemnified by the Authorized TPEP Provider to the fullest extent permitted by law.

(b) *Infringement Indemnification.* An Authorized TPEP Provider 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 Authorized TPEP Provider, 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 activities authorized under this Chapter. Insofar as the facts or law relating to any third-party claim would preclude the City from being completely indemnified by the Authorized TPEP Provider, the City shall be partially indemnified by the Authorized TPEP Provider 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 Authorized TPEP Provider's obligations to obtain and maintain insurance as provided in §75-05(e) of these Rules.

§75-12 Business Requirements for Maintaining Authorization – Premises

A TPEP 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 TPEP Provider's premises or a facility authorized by the TPEP Provider to install, service, and/or repair TPEPs. Any facility authorized by the TPEP Provider to install, service, and/or repair TPEPs must display a sign indicating it is so authorized. The TPEP Provider must provide a list of all such authorized facilities to the Commission.

§75-13 Business Requirements for Maintaining Authorization – Signage

(a) At all times, a TPEP Provider must maintain a sign that displays its business name and the words, "Authorized Taxicab Technology Service Provider". A TPEP Provider must not display the foregoing sign if its TPEP Provider Authorization or any other necessary license is expired, suspended, or revoked.

(b) Each Authorized TPEP Provider must also display, on each of its business premises, a printed sign bearing its business name and the TLC complaint number.

§75-14 General Requirements for Maintaining Authorization – Notice to TLC

(a) *Material Change in Information.* An Authorized TPEP Provider must notify the Commission of any material change in the information contained in its current TPEP Provider Authorization application or renewal, including but not limited to a change to the Provider's mailing or e-mail address.

(b) *Suspension or Revocation of License or Authorization.* An Authorized TPEP Provider must immediately notify the Commission in writing of any suspension or revocation of any license or authorization granted to the Provider, 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.

(c) *Criminal Conviction*

(1) An Authorized TPEP Provider must notify the Commission in writing within two (2) days after any criminal conviction of the Provider or any principal owner, officer, partner, or member of the Provider.

(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.

(d) *Security Breach:* The Applicant must inform the Commission if they are required to make disclosures under State or Federal law regarding security breaches including the New York State Information Security Breach and Notification Act (General Business Law §899-aa).

§75-15 Business Requirements for Maintaining Authorization – Mailing and Email Address

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

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

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

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

(e) Any communication from the Commission is sufficient if sent by email to the last Email Address provided by the TPEP Provider.

§75-16 Business Requirements for Maintaining Authorization – Change in Business Ownership

(a) *Notice of Transfer of Ownership.* An Authorized TPEP Provider must notify the Commission of any transfer of ownership interest in the TPEP Provider or of any change in the officers, directors, members, partners or general partners. Any person or Business Entity acquiring an ownership interest in an Authorized TPEP Provider must meet all requirements applicable to such person or Business Entity under this Chapter.

(b) *Approval for Change to Application Information.* An Authorized TPEP Provider 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 TPEPs are performed, corporate name, trade name, or any other material deviation from the description of the TPEP Provider as stated in the original or renewal application.

§75-17 Business Requirements for Maintaining Authorization – Fees Charged by Providers

(a) *Filing of Fee Schedule with TLC.* An Authorized TPEP Provider must file with the Commission a current schedule of fees in a format prescribed by the Commission for:

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

(2) Credit, debit, and prepaid card processing charges imposed by the TPEP Provider.

(3) Training provided by the TPEP Provider over and above the training required by §75-18(i) of these Rules;

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

(5) De-installation of a TPEP; and

(6) Moving a TPEP from one vehicle to another.

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

(c) *Prominent Display of Fee Schedule*. An Authorized TPEP Provider must not engage in any activity required to be authorized under this Chapter unless a current fee schedule as set forth in subdivision (a) of this section is displayed clearly to the public on the business premises and website. All fee schedules must be filed with the Commission before being displayed.

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

§75-18 Business Requirements for Maintaining Authorization – Sale, Lease or Use of TPEP

All of the following conditions apply with regard to a TPEP Provider's sale, lease, making available for use, and installation of a TPEP for use in a Taxicab:

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

(b) Prior to the sale, lease, making available for use, or installation of a TPEP, a TPEP Provider must present to the Medallion Owner a contract for execution by the TPEP Provider and the Medallion Owner that meets the requirements contained in the Memorandum of Understanding;

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

(d) The TPEP Provider must install the TPEP in the Taxicab and conduct customer acceptance testing of the TPEP to demonstrate, to the reasonable satisfaction of the Medallion Owner, that the TPEP complies with all of the requirements set forth in §75-25 of these Rules;

(e) The TPEP Provider must provide the results of customer acceptance testing to the Medallion Owner;

(f) If upon receipt of the customer acceptance testing results at the time of installation, the Medallion Owner has a reasonable good faith basis to conclude that the TPEP will not operate in substantial compliance with any of the requirements set forth in §75-25 of these Rules, the Medallion Owner is not obligated to accept the TPEP and may request the TPEP Provider to correct any deficiencies disclosed by the customer acceptance testing or identified by the Medallion Owner. If the Medallion Owner requests correction(s) of such deficiencies, the TPEP Provider must perform such corrections until the Medallion Owner is reasonably satisfied that the TPEP substantially complies with all of the requirements set forth in §75-25 of these Rules. If the Medallion Owner is not reasonably satisfied with the corrections, the Medallion Owner is not obligated to complete the contract for sale, lease or use of the TPEP.

(g) Upon the Medallion Owner's acceptance of the TPEP, the TPEP Provider must present a customer acceptance form approved by the Commission for the Medallion Owner's signature.

(h) The TPEP Provider must not enable any TPEP to be operated in a Taxicab until such TPEP has been accepted by the Medallion Owner as evidenced by the Medallion Owner's signature on the customer acceptance form.

(i) Prior to installation of a TPEP, or prior to making a TPEP operational, the TPEP Provider must offer to the Medallion Owner and Taxicab Driver(s), at no additional charge, at least one training session on the proper use and operation of the TPEP. The TPEP Provider must also train others designated by the Medallion Owner to conduct training sessions (i.e., train-the-trainer training). The content of the training must be sufficient to enable the Medallion Owner and Taxicab Driver(s) to properly use and operate the TPEP.

(j) Prior to installation of a TPEP, or prior to making a TPEP operational, the TPEP Provider must produce and provide a hard copy of a driver user guide on the proper use and operation of the TPEP at no charge to the Medallion Owner and Taxicab Driver(s). The driver user guide must be approved by the Commission prior to distribution.

(k) At the request of the Commission, any TPEP Provider that has completed a contract for sale, lease or use of one or more TPEPs must provide to the personnel of the Commission or its designee, at no cost to the Commission, training sessions, and both a hard copy and an electronic copy of the driver user guide referred to in subdivision (j) of this section and

a user guide on the proper way to access and use data required to be maintained by the TPEP Provider pursuant to §75-25 of these Rules.

(l) A TPEP Provider may require a Medallion Owner to enter into an agreement with a credit, debit, and prepaid card services provider as a condition of the sale, lease or use of a TPEP.

§75-19 Business Requirements for Maintaining Authorization – Contract with Medallion Owner

The form of contract between the TPEP Provider and the Medallion Owner for the sale, lease or use of a TPEP must meet the requirements contained in the Memorandum of Understanding.

§75-20 Business Requirements for Maintaining Authorization – Maintenance of TPEP

(a) *Warranty Service.*

(1) The TPEP Provider must pass through to the Medallion Owner all standard warranties of third party manufacturers of Hardware, Software or other components of the TPEP.

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

(b) *Maintenance Service.*

(1) The TPEP Provider must provide to a Medallion Owner such maintenance services as are necessary to maintain the TPEP in good working order and in accordance with the requirements in §75-25 of these Rules. Such maintenance services must be provided on a 24 x 7 x 365 Basis, and must include but not be limited to:

(i) Providing preventive and remedial maintenance of the TPEP at a maintenance facility that is available on a 24 x 7 x 365 Basis and reachable on a 24 x 7 x 365 Basis by telephone. The location of such a maintenance facility must be provided to Taxicab Drivers and Medallion Owners;

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

(iii) Keeping an electronic maintenance log for each TPEP installed by the TPEP Provider that states in detail all preventive maintenance, remedial maintenance and other maintenance and actions performed on such TPEP.

The TPEP Provider must provide a copy of the maintenance log (either electronic or hardcopy, at the requestors preference) when a Medallion Owner or the Commission requests one.

(2) The TPEP Provider must correct any problem, error, or malfunction of the TPEP caused by any of the following events:

(i) Any alteration of the Taxicab by the Medallion Owner, Taxicab Driver or their agent where such alteration:

A. results in the TPEP failing to comply with the requirements in §75-25 of these Rules;

B. is made without the TPEP Provider's prior consent; and

C. is not required by applicable law;

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

(iii) Accidental damage to the TPEP not due to the fault or negligence of the TPEP Provider; or

(iv) The Medallion Owner's failure to follow all written operation and user instructions provided by the TPEP Provider.

(c) *Maintenance Service Levels.* The TPEP Provider must provide Maintenance Services in compliance with the Service Levels in §75-25(i)(6) of these Rules.

(d) *Inspection Upon Repair.* The TPEP Provider must inspect the TPEP upon completion of a repair to verify that the TPEP operates in compliance with all of the requirements set forth in §75-25 of these Rules.

§75-21 Business Requirements for Maintaining Authorization – Compliance with TPEP Requirements and Service Levels

(a) *Payment by Credit, Debit, and Prepaid Card, E-Hail App that Provides for E-Payment, and Digital Wallet Application.*

(1) A TPEP Provider must ensure that a TPEP that has been installed in a Taxicab provides Credit, Debit, and Prepaid Card Services, and services for any E -Hail Apps and Digital Wallet Applications, in compliance with the requirements in §75-25(a) and the Service Levels in §75-25(i)(1) of these Rules.

(2) A TPEP Provider must ensure that when Passengers pay by credit, debit, or prepaid card, an E-Hail App that provides for E-Payment, or a Digital Wallet Application (to the extent that the E-Hail App that provides for E-Payment or Digital Wallet Application provides credit/debit/prepaid card payment data to the TPEP Provider for processing the transaction), the Medallion Owner receives deposit of funds within forty-eight (48) business hours, excluding banking holidays, of transmission of a batch close transaction from the TPEP, except for incidents when there is a fraud investigation.

(b) *Driver Information Monitor and Text Messaging.* A TPEP Provider must ensure that a TPEP that has been installed in a Taxicab provides text messaging in compliance with the requirements of §75-25(b) and the Service Levels specified in §75-25(i)(2) of these Rules.

(c) *Trip Data Collection and Transmission.* A TPEP Provider must ensure that a TPEP that has been installed in a Taxicab provides Trip Data collection and transmission in compliance with the requirements of §75-25(c) and the Service Levels specified in §75-25(i)(3) of these Rules.

(d) *Passenger Information Monitor.* A TPEP Provider must ensure that a TPEP that has been installed in a Taxicab provides a Passenger Information Monitor in compliance with the requirements in §75-25(d), including all requirements relating to content and the Service Levels specified in §75-25(i)(4) of these Rules.

(e) *Automatic Vehicle Location System and Location Services.* A TPEP Provider must ensure that a TPEP that has been installed in a Taxicab provides an Automatic Vehicle Location System and location services in compliance with the requirements of §75-25(e) of these Rules and the Service Levels specified in §75-25(i)(5) of these Rules.

(f) *Security.* A TPEP Provider must ensure that with respect to a TPEP that has been installed in a Taxicab, the TPEP Provider is in compliance with the security requirements of §75-25(f) of these Rules.

(g) *Disaster Recovery.* A TPEP Provider must ensure that with respect to a TPEP that has been installed in a Taxicab, the TPEP Provider is in compliance with the disaster recovery requirements of §75-25(g) of these Rules.

(h) *Data Retention.* A TPEP Provider must ensure that with respect to a TPEP that has been installed in a Taxicab, all data required to be maintained pursuant to §75-25 of these Rules is maintained for the period required in §75-25(h).

(i) *Service Level Procedures.*

(1) The TPEP Provider must implement and maintain procedures, tools and records to monitor, measure, and record performance of the TPEP and related services

provided by the TPEP Provider for compliance with the Service Levels specified in §75-25(i) of these Rules.

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

(j) *Critical Performance Failures.* The occurrence of a Critical Performance Failure constitutes a failure to comply with this rule.

(k) *Inspection by TLC.* A TPEP Provider must ensure that a TPEP that has been installed in a Taxicab can be inspected by Commission personnel as required by §75-25(k) of these Rules.

(l) *Affirmative Defense.* It shall be an affirmative defense to any failure to comply with paragraph (a)(1) or subdivisions (b), (d), or (e) of this section that at the time of the non-compliance the TPEP Provider:

(1) did not know or have reason to know of the non-compliance; or

(2) was making reasonable efforts to remedy such non-compliance as evidenced by documentation.

(m) *Commission Ordered Testing.* If the Commission has made a determination that the TPEP Provider has failed to comply with subdivisions (a), (b), (c), (d), (e), (f), (g) or (k) of this section, the Commission may order the TPEP Provider to provide, within sixty (60) days of the final decision on the non-compliance:

(1) documentation demonstrating that subsequent to the non-compliance an independent third party certified by ISO 9001 or other certification body acceptable to the Commission, has performed testing of the TPEP and related services to determine that the condition giving rise to the non-compliance has been corrected, and

(2) certification by such third party of the successful results of such testing.

§75-22 Business Requirements – Recordkeeping and Reporting Requirements

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

(1) A list of all Medallion Owners (by name, Medallion Number, and date) for whom a TPEP has been installed by the TPEP Provider in a Taxicab;

(2) A list of all Medallion Owners (by name, Medallion Number, and date) for whom a TPEP has been de-installed by the TPEP Provider;

(3) An electronic list of the Medallion Owners (by name, Medallion Number, and date) that currently contain a TPEP installed by the TPEP Provider as of the generation of the report;

(4) A list of all Maintenance Service incidents not resolved within twenty-four (24) hours for each TPEP in a Taxicab (by name of Medallion Owner and Medallion Number) and the disposition thereof;

(5) A description of the performance of each TPEP installed by the TPEP Provider in a Taxicab (by name of Medallion Owner and Medallion Number) and the performance of the TPEP 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;

(6) A description of all Security Incidents affecting each TPEP in a Taxicab (by name of Medallion Owner and Medallion Number) or affecting related services provided by the TPEP Provider, and corrective actions taken in response;

(7) A description of all content displayed on each TPEP in a Taxicab (aggregated across all TPEPs installed by the TPEP Provider), the number of times each of the content items were displayed, broken into the following categories:

(i) TLC Content (as described in § 75-25(d)(2)(i) of these Rules),

(ii) Commercial advertising and sponsorships,

and the number of times a Passenger used a screen touch or turned on or off the PIM, and the averages per trip.

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

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

(d) *Inspection of Premises*. A TPEP 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.

§75-23 Business Requirements – Use of Personal Information and Certain Location-Based Data

(a) The TPEP Provider must use and process Personal Information provided to it or to which it has access in connection with the activities authorized under this Chapter solely for the purposes of performing such authorized 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 and services for any E-Hail App that provides for E-Payment, and any Digital Wallet Application, the TPEP 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 TPEP Provider must ensure that Personal Information collected by a credit/debit/prepaid card services provider engaged by the TPEP 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 Medallion Owner and the TPEP Provider or as otherwise required by law, a TPEP Provider must not disseminate, and must not permit its agents to disseminate, to any other person or entity any Taxicab location-based information regarding a Taxicab while it is off-duty.

§75-24 Business Requirements – Cooperation with the Commission

(a) The TPEP Provider shall make all 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 TPEP (including but not limited to smartphone applications); and

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

(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 TPEP Provider on mutually agreeable terms.

(c) Upon request of the Commission, a TPEP Provider shall provide at no charge to any Commission-approved driver training school the following:

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

(2) one complete driver user guide as described in §75-18(j) of these Rules (in electronic format) and a perpetual license to use and reproduce an unlimited number of copies of the guide.

§75-25 Technical Requirements – Taxicab Technology System (TPEP)

No TPEP shall be approved by the Commission pursuant to this Chapter unless it complies with all of the requirements set forth in this section, in addition to those set forth in NIST Handbook 44, or as such requirements may be waived or modified by the Commission pursuant to §75-05(g) of these Rules.

(a) *Payment by Credit, Debit Prepaid Card or E-Hail App that Provides for E-Payment, and Digital Wallet Application.*

(1) In addition to designating a payment made in cash, a TPEP must be capable of accepting payment of fares from credit, debit, and prepaid cards, and any E-Hail Apps that provide for E-Payment, and any Digital Wallet Application.

(i) The TPEP must be capable of accepting payment of fares using at least two of the following credit, debit, and prepaid cards: Visa, MasterCard, American Express, and Discover;

(ii) The TPEP must integrate, in accordance with subdivision (n) of this section, with E-Hail Apps that provide for E-Payment and Digital Wallet Applications, provided that if the Chair notifies the TPEP Provider that any E-Hail Apps that provide for E-Payment are not approved by the Commission or pose a threat to public health, safety, or welfare, the TPEP Provider must make all reasonable efforts to block such payment methods; and

(iii) At the option of the TPEP Provider, the TPEP may accept either PIN-based debit processing, signature-based debit processing, or both.

(2) The TPEP must conform to the following specifications:

(i) The following information must be provided to Passengers via the PIM (this requirement may be satisfied if the following information is contained in the Prologue provided by the Commission pursuant to §75-25(d)(2)(i)(A) of these Rules or in the Taxi Information provided by the Commission pursuant to §75-25(d)(2)(viii) of these Rules):

(A) a prominent notice containing a list of all credit cards, debit cards, and pre-paid cards accepted for fare payment;

(B) a statement indicating that fares for all trips may be paid using the listed credit/debit/prepaid cards. TPEP Providers that provide the option to pay using PIN-based debit cards may also include their capability to do so in this same statement; and

(C) a statement that no additional fee or surcharge may be imposed on Passengers who pay using one of the listed credit/debit/prepaid cards;

(ii) The TPEP must be used to provide payment processing by credit/debit/prepaid card, E-Hail Apps that provide for E-Payment, and Digital Wallet Applications by displaying on the PIM to Passengers at the end of the trip the total fare, itemizing all time-and-distance fare, tolls, surcharges, extras (including an E-Hail service fee, if applicable), taxes, and default tip of 0 percent. The TPEP must provide the Passenger with preset tip options for amounts that are set according to the TPEP Provider's discretion, but that include at a minimum a 20 percent option, and permit Passengers to manually enter (through the PIM or their E-Hail App that provides for E-Payment or Digital Wallet Application) another tip amount or percentage at the Passenger's option. The PIM must display all information reasonably required for the Passenger to understand and complete electronic payment of the total fare due, including details for paying by split fare as described in subparagraph (iii) of this paragraph;

(iii) The TPEP may allow Passengers to split and pay for the total fare using multiple payment sources for a single trip. If split fare is offered by the TPEP, the following requirements must be met:

(A) The TPEP must not charge any additional amount to the Passengers to provide the service of splitting the fare. Only the total fare inclusive of time and distance fare plus all tolls, surcharges, extras and taxes as reflected on the Taximeter, plus tips at the Passengers' discretion, may be charged to the Passengers;

(B) The Passengers must be able to indicate the number of Passengers or payment sources paying for the trip and the TPEP must store and provide this information to the Commission as a part of the Trip Data collected. Trip Data requirements are as set forth in subdivision (c) of this section, including the credit/debit/prepaid card used, tip, and last four digits of the card to the Commission as a part of the Trip data;

(C) The TPEP must allow each Passenger to add tip against his or her portion of the fare using the same method of payment as is used to pay for the fare;

(D) The TPEP must be able to comply with the receipt requirements described in subparagraph (v)of this paragraph; and

(E) Only a single MTA tax and a single $.06 healthcare fee are required to be captured by the TPEP for the trip, regardless of how many ways the total charges are split.

(iv) The TPEP must allow the Passenger to initiate the payment process before the trip is complete.

(A) For cash transactions, this means that the Passenger must be able to indicate that he or she will pay in cash while the Taximeter is still engaged;

(B) For credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application transactions, this means that the Passenger must be able to enter his or her account number using the card reader or a E-Hail App that provides for E-Payment, or Digital Wallet Application and have the option to pre-assign a tip amount as described in subparagraph (ii) of this paragraph while the Taximeter is still engaged.

(I) If the Passenger elects to pre-assign a tip, the TPEP must allow the Passenger to either pre-approve the transaction for the (still undetermined) total fare plus pre-assigned tip, or allow the Passenger to wait until the Taximeter is disengaged and the total itemized fare is calculated and displayed to approve the transaction for the total fare plus pre-assigned tip. In both cases, once the Taximeter is disengaged at the end of the trip, the PIM must display the total itemized fare (including pre-assigned tip amount) as described in subparagraph (ii) of this paragraph;

(II) If the Passenger does not elect to pre-assign a tip, once the Taximeter is disengaged at the end of the trip, the TPEP must display the total itemized fare and allow the Passenger to enter tip as described in subparagraph (ii) of this paragraph;

(C) Credit/debit/prepaid card information captured by the TPEP when the Passenger entered their account number must be securely stored by the TPEP until the point at which the payment is processed for the total amount designated by the Passenger (including tip), and the TPEP receives confirmation that the payment has been authorized and completed. At this point, the TPEP must wipe any credit/debit/prepaid card data;

(D) At any point during the trip, the TPEP must allow a Passenger that has initiated payment before the trip is complete to edit or amend his or her payment type and/or tip amount;

(v) The TPEP must be able to generate an accurate receipt for payment of fare, whether payment is made by cash, credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application, and such receipt must be able to be generated for each Passenger making a payment. 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:

(A) Medallion number;

(B) Taxicab Driver's License number;

(C) trip number;

(D) pick-up date and time;

(E) drop-off date and time;

(F) trip distance;

(G) itemized tolls (if applicable) by toll name and amount;

(H) itemized surcharges (if applicable) by surcharge type and amount;

(I) itemized extras (if applicable) by extra type and amount;

(J) taxes (if applicable) for the entire trip ;

(K) itemized listing of each rate code used, by the rate code, and the total amount of time-and-distance-calculated fare for that rate code;

(L) total amount due;

(M) the amount that the Passenger paid, if split fare;

(N) the amount that the Passenger tipped, if paid by credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application;

(O) any E-Hail App service fee, if applicable and the fare was paid for by the E-Hail App that provides for E-Payment;

(P) last four digits of credit, debit or prepaid card account number used by the Passenger, if applicable. All receipts for credit, debit, and prepaid card, E-Hail App that provides for E-Payment, and Digital Wallet Application transactions must mask account numbers except for the last four digits;

(Q) the "311" Commission complaint telephone number; and

(R) the name and 24-hour phone number of the Agent (if there is an Agent), the Fleet (if the Fleet is the Agent), or the Medallion Owner (if there is no Agent), when said phone numbers are provided to the TPEP Provider by the Commission.

(vi) Individual Passengers' portion of the fare totaling $25.00 or less that are processed through the TPEP's payment gateway must not require a Passenger signature. Individual Passengers' portion of the fare totaling $25.01 and more may require a signature at the TPEP Provider's discretion. This signature can be captured either via electronic signature or paper receipt;

(vii) The credit/debit/prepaid card reader may be either integral to the Passenger Information Monitor or a freestanding unit that is securely attached to the interior structure of the vehicle and located near the Passenger Information Monitor or in a location convenient to the Passenger subject to the approval of the Commission. In its decision to approve the location and installation of a freestanding card reader, the TLC will consider the safety of the Passenger, Passenger ergonomics, the impact of modifications on the proper functioning of the vehicle or other required taxicab equipment, and any comments provided by Authorized TPEP Providers and industry, passenger, or safety organizations. However, nothing herein shall require the Authorized TPEP Provider to alter or replace the location or installation of any freestanding card reader already approved by the TLC in vehicle models in use as Medallion

Taxicabs as of June 20, 2013. The card reader must comply with contactless card requirements, must be Near Field Communication (NFC)-enabled, and must be compliant with PCI Standards;

(viii) The TPEP Provider will be required to integrate into the TPEP payment for fares by a Passenger using E-Hail Apps that provide for E-Payment, and Digital Wallet Applications. Integration with such an E-Hail App that provides for E-Payment and Digital Wallet Application must follow the guidelines outlined in subdivision (n) of this section;

(ix) The TPEP must comply with all applicable PCI Standards. The Passenger's card and account number must not be stored in the TPEP after the TPEP has received confirmation that the payment has been authorized;

(x) The TPEP must be able to complete a credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application transaction (to the extent that the E-Hail App that provides for E-Payment or Digital Wallet Application successfully transfers credit/debit/prepaid card payment data to the TPEP Provider for processing the transaction through the TPEP Provider's payment gateway) utilizing floor-limit authorization via a store and forward capability when wireless access is unavailable. The TPEP must authorize and store for later transmission up to five (5) floor-limit approved transactions. For the purposes of this subparagraph and if a TPEP Provider enables split fares, a split fare transaction is considered a single transaction. The TPEP must automatically provide the floor-limit approval for transactions of $75.00 and under if either the TPEP does not provide a valid response in less than twenty-five (25) seconds or there is a failure in the wireless network;

(xi) If the mechanism for acceptance of credit/debit/prepaid cards is not operational or the TPEP has stored five (5) floor-limit approved transactions and the Passenger Information Monitor is still operational, the following message must be displayed on the Passenger Information Monitor, as applicable: "Credit Card System Currently Not Available;"

(xii) The TPEP must be capable of generating the following payment data, whether payment is made by cash, credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application, as further described in subdivision (c) of this section:

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

(B) if the payment is by credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application, in addition

to the information specified in item (A) of this subparagraph, the name of the credit/debit/prepaid card and/or E-Hail App that provides for E-Payment, and the name of the credit card processor engaged by the TPEP Provider and/or E-Hail App that provides for E-Payment, and Digital Wallet Application; and

(C) end-of-shift data summarizing the number of fares, the total fare amount, and as applicable, the number of credit/debit/prepaid card transactions (including trips paid by E-Hail App that provides for E-Payment that are processed through the TPEP Provider's payment gateway) and the total fares of such transactions. End-of-shift data must be made available to the Taxicab Driver by printing from the Taximeter or accessing electronically, at the Taxicab Driver's preference, and must contain the following information:

(I) Medallion number;

(II) Taxicab Driver's License number;

(III) shift start date and time;

(IV) shift end date and time;

(V) distance traveled over the duration of the shift;

(VI) number of cash trips;

(VII) total cash fares collected;

(VIII) number of credit/debit/prepaid card trips (including trips paid for by E-Hail App that provides for E-Payment that are processed through the TPEP Provider's payment gateway);

(IX) number of credit/debit/prepaid card trips (including trips paid for by E-Hail App that provides for E-Payment that are processed through the TPEP Provider's payment gateway) requiring a signature;

(X) total credit/debit/prepaid fares (including fares paid for by E-Hail App that provides for E-payment that are processed through the TPEP Provider's payment gateway) collected; and

(XI) total credit/debit/prepaid tips (including tips paid for by E-Hail App that provides for E-Payment that are processed through the TPEP Provider's payment gateway) collected.

(xiii) The data described in subparagraph (xii) of this paragraph and its component elements must be stored, maintained and accessible to the Commission and any designee as follows:

(A) in a standardized format and layout prescribed by the Commission that is open and non-proprietary;

(B) accessible by an unrestricted application programming interface prescribed by the Commission and viewable in near real time via a web-based portal established and operated by the TPEP Provider (or by another method acceptable to the Commission). The web-based portal must be extremely stable and have an up-time of 99.9 percent or greater; and

(C) by secure File Transfer Protocol (FTP) transfer according to a format, layout, procedure, and frequency prescribed by the Commission, or at the Commission's option and according to its specification by replicating the data to a server maintained by the Commission.

(D) The data must also be accessible to Medallion Owners and end users such as Taxicab Drivers, E-Hail Apps that provide for E-Payment, and Merchants both via web access and/or printed copies, according to their preference, to the extent that such Medallion Owners own the medallion for the subject Taxicab and Taxicab Drivers, E-Hail Apps that provide for E-Payment, and Merchants are involved in or have any responsibility for the transactions. Taxicab Drivers, E-Hail Apps that provide for E-payment, and Merchants may not access data for transactions in which they were not involved and for which they had no responsibility;

(xiv) The TPEP must wipe any credit/debit/prepaid card, E-Hail App that provides for E-Payment, and Digital Wallet Application (as applicable) transaction data following stored and forwarded payment transaction processing or when any equipment or component of the TPEP is replaced. Data held for protection against chargeback must be destroyed within 18 months or upon the expiration of the statute of limitations for the chargeback. Email addresses, phone numbers, and email data must be wiped immediately after the email/phone receipt is transmitted. Storage of such transaction data must adhere to the PCI Standards applicable to the management of customer credit card data;

(xv) The TPEP must provide the Medallion number to the credit card providers in order to display the Medallion number on a Passenger's credit or debit card statement; and

(xvi) If a Passenger uses a credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application to pay for the fare, the TPEP must provide an indication to the Driver through the Driver Information Monitor when payment for the total fare has been completed.

(b) *Driver Information Monitor and Text Messaging*. The TPEP must include a Driver Information Monitor (DIM) that is securely mounted in the driver-seat area with the following capabilities either itself or in conjunction with the other components of the TPEP:

(1) The DIM must enable the TPEP to be turned on and interact with the Taximeter only upon log in which requires:

(i) entry of an active and Valid Taxicab Driver's License number and an optional unique password set up by the Taxicab Driver; and

(ii) system-initiated search of an active and Valid Medallion number of the vehicle prior to log in;

(2) The DIM must enable the Commission, other City agencies, and any other entity approved by the Commission to send text messages to a specific Taxicab, a selected group of Taxicabs and/or all Taxicabs equipped with a TPEP.

(i) TPEP Providers must enable this text messaging capability by providing an unrestricted application programming interface prescribed by the Commission and via a web-based portal established and operated by the TPEP Provider.

(ii) Medallion Owners and TPEP Providers servicing the Taxicab must be able to send text messages to the Taxicab Driver in connection with the conduct of their respective businesses via a web-based portal provided and maintained by the TPEP Provider.

(3) The DIM, application programming interface, and the web-based portal must enable the following text messaging management:

(i) text messages must be able to be sent both in real time and future time ranges of up to thirty (30) days in advance;

(ii) the same text message must be able to be scheduled to go out to the same set of Taxicabs at multiple dates/times;

(iii) text messages must be able to be sent based on a Taxicab's geographic location, full or partial Medallion number, full or partial Taxicab Driver's License number and/or TPEP Provider;

(iv) emergency text messages must be able to be scheduled by the Commission to preempt any other message;

(v) the sender of the text message must be able to receive delivery notification of receipt of the message by a Taxicab, should he or she so require;

(vi) at least fifty (50) messages a day, and more in case of an emergency, must be able to be scheduled and sent up to thirty (30) days in advance;

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

(A) record the attempted transmission;

(B) store the message for up to one (1) week for later transmission; and

(C) continuously attempt to retransmit the message until delivered or purged.

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;

(viii) the Taxicab Driver must be able to access and respond to the text message only when the vehicle is not in motion;

(ix) the DIM must receive and display text messages of up to 500 bytes. If necessary, a message of 256 bytes or more may be divided into two parts;

(x) the DIM must store received text messages and subsequently display them;

(xi) the DIM must be able to encrypt and decrypt text messages; and

(xii) messages that have been scheduled must be able to be modified and/or deleted at any point up until they are delivered.

(4) The DIM must be capable of displaying and printing out the last three trips performed by the vehicle; and

(5) The DIM must enable the Taxicab Driver to enter the following off-duty and on-duty unavailable codes, and any other codes designated by the Commission, by selection of one or two push-buttons:

(i) Off-duty codes:

(A) 01, Going Home;

(B) 02, Relief Time;

(C) 03, Off-Duty;

(D) 04, Defective Equipment;

(E) 05, No Charge; and

(F) 06, Dispute

(ii) On-duty unavailable codes;

(A) 07, Unavailable – En Route E-Hail; and,

(B) 08, Unavailable – En Route Accessible Dispatch.

Upon entry of either an off-duty code or an on-duty unavailable code, the TPEP must produce a receipt for the Taxicab Driver showing the two-digit code, the descriptor, and the date and time of entry of the code. In addition, entry of either an off-duty code or an on-duty unavailable code must be captured as a part of the Trip Data as described in paragraph (2) of subdivision (c) of this section, the Taxicab's Medallion light must automatically go off, and the Taximeter must be disengaged until the Taxicab Driver either logs back on-duty or logs available/arrived on scene via the TPEP. On-duty Location Positioning data must continue to be made available in Trip Data for Taxicabs while they are in an on-duty unavailable status, to comply with On-Duty Location Positioning requirements.

(6) All text messages sent through the TPEP Provider web-based portal or web-service 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 a standardized format and layout prescribed by the Commission that is open and non-proprietary; and

(ii) accessible by an unrestricted application programming interface prescribed by the Commission and viewable in near real time via a web-based portal established and operated by the TPEP Provider (or by another method acceptable to the Commission);

(7) The data described in paragraph (6) of this subdivision 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 Taxicab and/or a Taxicab Driver, and time and date of the message, and the data retrieved must be capable of identifying the Taxicab and/or Taxicab Driver that received a particular message.

(8) The DIM must allow the Taxicab Driver to enter a toll in the following ways:

(i) Either accept or decline a toll automatically triggered by the Taxicab's Automatic Vehicle Location System when within the five boroughs of New York City (as further described in subdivision (e) of this section);

(ii) Select a toll from a predetermined list that includes all tolls within the five boroughs of New York City. The TPEP must automatically add the correct toll amount to the fare based on the EZ-Pass rate for that toll and time of day; and

(iii) When outside of the five boroughs of New York City, the Taxicab Driver must be able to enter a custom toll amount that is added to the total fare.

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

(1) The TPEP must be capable of collecting and transmitting Trip Data as required in paragraph (4) of this subdivision for all fare trips for each Taxicab made during a shift;

(2) The Trip Data to be collected and transmitted must include the information set forth below. For purposes of this subdivision, all times are required to be measured to the hour, minute, and second:

(i) date, time, and location (latitude, longitude, and human-readable street address) of the pick-up and drop off, based on the reading from the TPEP;

(ii) Trip start date, time and mileage from the Taximeter;

(iii) Trip end date, time and mileage from the Taximeter;

(iv) trip duration measured in time and mileage from the Taximeter;

(v) trip number from the TPEP;

(vi) the number of Passengers that payment of the fare was split by (if no split fare, default to one Passenger) from the TPEP;

(vii) itemized charges for the trip (itemized by time-and-distance fare, tolls, surcharges, extras, and taxes) from the Taximeter, E-Hail App service fee (if the Passenger is charged such a service fee by the E-Hail App and the fare is also paid for using that App's E-Payment feature), and tip amount for credit/debit/prepaid card, E-Hail Apps that provides for E-Payment, and Digital Wallet Applications ;

(viii) payment type (cash, credit/debit/prepaid card or E-Hail App that provides for E-Payment), pre-tip amount, and tip amount (if captured) for each Passenger from the TPEP;

(ix) transaction status, card type, and time for credit/debit/prepaid card, E-Hail App that provides for E-Payment, and Digital Wallet Application transactions processed via the TPEP;

(x) total number of Passengers from the TPEP;

(xi) Medallion number from the TPEP;

(xii) Taxicab Driver's License number from the TPEP;

(xiii) all changes to the Taxicab Driver's on or off-duty status and the date, time, location (latitude, longitude, and human-readable street address), and meter mileage (with and without fare) when a change occurs. This includes the date, time, and location (latitude, longitude, and human-

readable street address) when all on-duty unavailable and off-duty codes referred to in paragraph (5) of subdivision (b) of this section are entered by a Taxicab Driver, and the date, time, and location (latitude, longitude, and human-readable street address) when the Taxicab Driver goes back on-duty from the Taximeter and/or TPEP;

(xiv) the TPEP login and TPEP logout date, time, and location (latitude, longitude, and human-readable street address) from the TPEP;

(xv) the TPEP shift number from the TPEP;

(xvi) time between each trip based on the time the Taximeter is disengaged at the end of one trip and the time the Taximeter is engaged at the beginning of the next trip;

(xvii) distance between each trip (in miles) based on the Taximeter mileage reading at the end of one trip and the beginning of the next trip;

(xviii) Taximeter reading (time and date) at the start of each shift, where start of the shift is based on when the Taxicab Driver logs into the TPEP;

(xix) Taximeter reading (time and date) at the end of each shift where end of the shift is based on when the Taxicab Driver logs off of the TPEP;

(xx) first two and last four digits of each credit, debit, or prepaid card used for paying fares either directly or through an E-Hail App that provides for E-Payment, and Digital Wallet Application for each Passenger from the TPEP;

(xxi) On-duty Location Positioning from the TPEP available in accordance with the data retention requirements outlined in subdivision (h) of this section;

(xxii) All rate codes in effect during a trip from the Taximeter, and the rate of fare, the times and locations (latitude, longitude, and human-readable street address), and meter mileage (with and without fare) when such rate of fare was in effect, including but not limited to the time and location when Rate Code 4 went into effect and the fare at the time Rate Code 4 was initiated from the Taximeter and/or TPEP. In addition to collecting and transmitting the information in this subparagraph, the TPEP must display the rate codes in effect during a trip from the Taximeter; and

(xxiii) A flag indicating whether or not the Trip Data was a part of a store-and-forward event.

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

(4) The Trip Data for each Taxicab must be stored and maintained by the TPEP Provider in accordance with the following requirements:

(i) The Trip Data and its component elements must be stored and maintained in a standardized format and layout prescribed by the Commission that is open and non-proprietary;

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

(iii) All Trip Data points specified in paragraph (2) of this subdivision must be accessible to the Commission and to any designee of the Commission in accordance with items (A) and (B) below:

(A) accessible by an unrestricted application programming interface prescribed by the Commission and viewable in near real time via a web-based portal established and operated by the TPEP Provider (or by another method acceptable to the Commission). Such portal must be extremely stable with an average uptime of 99.9 percent or greater; and

(B) by secure File Transfer Protocol (FTP) transfer according to a format, layout, procedure and frequency prescribed by the Commission, or at the Commission's option and according to the Commission's specification, by replicating the data to a server maintained by the Commission;

(iv) The Trip Data relating to a particular Taxicab must be accessible to the Medallion Owner and to the TPEP Provider servicing that Taxicab;

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

(vi) In the event of a failure or interruption in transmission of Trip Data, the TPEP 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 Taxicab and/or a Taxicab Driver to get the current geographic location or prior geographic location of the Taxicab 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) of this paragraph, the search function must be capable of retrieving the following:

(A) a list of Taxicabs and/or Taxicab Drivers (identified by Medallion number and/or Taxicab Driver's 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 Taxicab and/or Taxicab Driver (identified by Medallion number and/or Taxicab Driver's license number) within a specific timeframe; and

(C) the time and location a Taxicab Driver went off duty.

(5) The Commission may use the data internally and may make the data publicly available for use by the general public and by third parties.

(d) *Passenger Information Monitor*. A TPEP must have a Passenger Information Monitor that reads credit/debit/prepaid cards as provided below. The TPEP must conform to the following specifications:

(1) The Passenger Information Monitor must have the following features:

(i) The PIM must be located in the back-seat area of the vehicle and must provide 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 must be 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 10 inches measured diagonally. The screen size may be less than 10 inches but not less than five-and-one-half inches measured diagonally in the following vehicles that do not require a partition: Hybrid Electric Vehicles used as Taxicabs; Clean Air Vehicles used as Taxicabs; Taxicabs powered by alternative fuel; and other low emission Taxicabs;

(iv) The PIM must display all information reasonably required for the Passenger to understand and complete electronic payment of the total fare (and as applied to split fare, if available) by credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application as required in subparagraph (iii) of paragraph (2) of this subdivision, and must continuously display the running total fare inclusive of the time-and-distance fare and all extras, tolls, and surcharges as well as the option for the Passenger to view the itemization of that running total fare by time-and-distance fare, extras, tolls, and surcharges, and the rate code currently in effect.

(A) If Rate Code 4 is enabled, the PIM must display a pop-up message alerting the Passenger of the rate code change. The notification should read: "Your metered fare has been increased to reflect an out- of- town rate. If you are within the 5 boroughs of New York City please inform the Driver that this is a violation of your passenger rights. Call 311 to report a violation."

(B) If a toll is added to the fare, the PIM must display a pop-up message alerting the Passenger of the toll charge. The notification should read (at a minimum): "Your fare has been increased to reflect a toll. If you think this is in error, notify your driver immediately. You can also call 311 to report a violation or visit www.nyc.gov/311.",

(C) The notifications required in items (A) and (B) above must display prominently on the PIM screen for a minimum of 15 seconds immediately after the rate code is changed or the toll is added. If the rate code is changed or the toll is added while the PIM is displaying the Prologue, the notification should either interrupt the Prologue or appear immediately after the Prologue has concluded Such notifications should appear on the PIM regardless of what channel is playing, and whether or not the PIM has been turned off by the Passenger.

(v) The volume of the PIM must be able to be controlled by the Passenger, and may be muted during and following the display of TLC Content known as the Prologue (see item (A) of subparagraph (i) of paragraph (2) of this subdivision);

(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 and fare notifications must remain visible for all or a reasonable portion of the Passenger trip; and

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

(vii) The TPEP must track and record Passenger use of the PIMs, including when a Passenger uses a screen touch to access TLC Content and alternative channels, and turns the PIM on or off;

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

(i) TLC Content. TLC Content consists of content that is produced by the TLC and submitted to the TPEP Provider for presentation to Passengers via the PIM. The TLC has the sole discretion to select TLC Content, and to decide whether the content is presented in audio and/or video formats, however TLC will not require the TPEP Provider to play content that is unrelated to any broader sponsorship or partnership arrangement between an advertiser and NYC & Company or the City and unrelated to any event, sponsorship or support efforts, or intergovernmental agreements of NYC & Company or the City (spot market advertising). TLC Content includes, but is not limited to, the Prologue and Epilogue, TLC Audio / Video Content, Emergency PSAs, and Passenger Surveys, as described in clauses (A) through (C) below. TLC Content does not include the passenger route map described in subparagraph (ii) of this paragraph, payment processing information described in subparagraph (iii) of this paragraph, news and

entertainment content described in subparagraph (v) of this paragraph, commercial advertisements and sponsorships supplied by or for the TPEP Provider as described in subparagraph (iv) of this paragraph, or any other content not supplied by the Commission to the TPEP Provider. TLC Content shall be displayed on the PIM in accordance with the applicable provisions of this paragraph.

(A) Prologue and Epilogue. The Commission will provide the TPEP 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 be allocated up to forty-five seconds (0:45) of run time and will include any TLC Audio / Video Content provided by the Commission. The Prologue should be played at a low volume (and mutable) or muted, at the discretion of the Commission. The Epilogue must be allocated up to 30 seconds of run time (whether in audio, video, or both) alone on the PIM screen. Except as permitted in this subdivision (d) of this section, or as otherwise exempted by the Commission, the Prologue and Epilogue must not be interrupted or interfered with by other PIM content and must be given 100 percent of the screen display (including banners and borders).

(B) TLC Audio / Video Content and Emergency PSAs. A PIM must present to Passengers all of the TLC Audio / Video Content and Emergency PSAs provided by or on behalf of the Commission, the City and/or its agencies from time to time in graphic or text files or other format and at the sole discretion of the Commission. The TLC Audio / Video Content and Emergency PSAs must be presented in the manner prescribed by the Commission, such as during the Prologue and/or Epilogue, at certain times during the content loop, or by showing certain TLC Audio / Video Content at certain times of the day or in certain Taxicabs. The Commission may require that Emergency PSAs preempt all other content on the PIM. The Passenger must have the option of viewing any additional TLC Audio / Video Content not in the Prologue or Epilogue. The TPEP must allow the Commission to target the delivery of such TLC Audio / Video Content and Emergency PSAs to all Taxicabs or to a subset of Taxicabs, specified by full or partial Medallion number, random subset of Taxicabs (specified by percentage or number), or by Authorized TPEP Provider. The Commission must be able to update TLC Audio / Video Content in accordance with clause (E) of this subparagraph. TLC Audio / Video Content will be provided on a CD-Rom or via email or other electronic file transmission method acceptable to the Commission.

(C) Passenger Surveys. A PIM must permit the Passenger to take in-vehicle surveys, the results of which are to be provided to the Commission on a daily basis electronically as described in item (II) below. The option for a Passenger to elect to participate in surveys must be prominently displayed and available by link or button on the main home screen of the PIM using verbiage and design specified or approved by the Commission for easy access by the Passenger. This link or button must comply with the size and viewing requirements in subparagraph (x) of this paragraph (2).

(I) Survey Distribution and Management. The TPEP must be able to allow for the targeted delivery of surveys (by survey type) to all Taxicabs or to a subset of Taxicabs, specified by full or partial Medallion number, random subset of Taxicabs (specified by number or percentage), or Authorized TPEP Provider. The TPEP must support the delivery of up to five surveys to a single TPEP unit at a time, and the Commission must be able to update survey content in accordance with item (E) of this subparagraph.

(II) Survey Results. Survey results must be provided to the Commission on a daily basis in a delimiter-separated value data format or other format and layout specified by the Commission. Survey results must be linked to the survey version and unique trip on which they are based.

(III) Survey Content. Survey questions must be able to support yes/no responses and multiple choice responses (with the option to specify a single option or select multiple options from a list). The TPEP must be able to accommodate skip logic specified by the Commission, by which the flow of the survey questions changes depending on the responses selected by the Passenger to previous survey questions.

(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 Prologue and Epilogue, TLC Audio / Video Content, Emergency PSAs, and Passenger Surveys. In addition to the Prologue and Epilogue, the Commission must be reserved up to two minutes and fifteen seconds (2:15) of space in the 12 minute content loop on the initial channel to

present TLC Audio / Video Content, Emergency PSAs, and other content. No more than one minute of the Commission's two minutes and fifteen seconds in the content loop will be reserved for content that is commercial in nature, subject to the limitations described in subparagraph (i) of this paragraph (2). The TLC Audio / Video Content, Emergency PSAs, and other content on the initial channel must be reserved at least 60 percent of the total screen space (inclusive of banners and borders), or not less than the amount of screen space reserved for commercial advertising and sponsorships and news and entertainment content unless the Commission approves otherwise. The aspect ratio devoted to the aforementioned content should not change as any of the PIM content is updated by either the Commission or the TPEP Provider, in order to prevent distortion or stretching of the content provided by the Commission.

(II) The PIM must provide a second channel for content that is capable of being voluntarily activated by a Passenger via a prominently displayed link, button or tab on the PIM (Channel 2). The verbiage and design of Channel 2 will be prescribed or approved by the Commission. The link, button or tab must comply with the size and viewing requirements in subparagraph (x) of this paragraph (2). The PIM must provide a means for a Passenger to return the PIM screen to the initial channel from Channel 2. Channel 2 must display any additional TLC Audio / Video Content submitted to the TPEP Provider by the Commission. The Commission must be reserved on Channel 2 not less than 6 minutes of space in the 12 minute content loop, and 60 percent of the total screen space (inclusive of banners and borders), unless the Commission approves otherwise, to present additional TLC Audio / Video Content. The aspect ratio devoted to the aforementioned content should not change as any of the content is updated by either the Commission or the TPEP Provider, in order to prevent distortion or stretching of the content provided by the Commission.

(E) Update of TLC Content. Provided that twenty four (24) hour notice is given to the TPEP Provider (with the exception of Emergency PSAs which may be provided at any time), the Commission may update its content on the PIM 104 times a year (an average of twice weekly) to add new TLC Content (including but not limited to the Prologue, Epilogue, TLC Audio / Video Content, Emergency PSAs, and Passenger surveys), or delete or modify existing TLC Content, indicating the date such update is to take effect. The TPEP Provider must implement such update on the PIM by the date indicated, at no cost to the Commission.

(ii) Passenger Route Map. The PIM must feature an interactive route map for viewing by a Passenger.

(A) 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 using real-time continuous vehicle location data with the Taxicab position updated every five seconds. The route map must not be used to provide routing or directions to the Taxicab Driver or Passenger;

(B) The route map must display the names of highways and commonly known streets;

(C) The route map must include a 50 mile radius from Columbus circle; and

(D) The route map must be capable of being maximized to the full PIM screen at the Passenger's request for at least thirty seconds.

(iii) Payment Processing Information. The PIM must be used to process payment by credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application by displaying to Passengers at the end of the trip the total fare, itemizing all time-and-distance fare, tolls, surcharges, extras, taxes, and for fares paid by credit/debit/prepaid cards, E-Hail Apps that provide for E-Payment, or Digital Wallet Applications (to the extent that the TPEP Provider processes the payment), default tip of 0 percent with tip options as specified in subparagraph (a)(2)(ii) of this section. The PIM must display all content required to meet the requirements of subdivision (a) of this section, including, if the TPEP permits, enabling the splitting of fares.

(iv) Commercial Advertising and Sponsorships. The TPEP Provider may provide for the display on a PIM of commercial advertising and sponsorships in compliance with paragraphs (3) and (4) of this subdivision;

(v) News and Entertainment Content. A PIM that displays commercial advertising and/or sponsorships in accordance with subparagraph (iv) of this paragraph must feature reasonably fresh and up-to-date news and entertainment-based content, including weather and sports information.

(vi) Minimally Required TLC Content. Notwithstanding any other provision to the contrary, a PIM that does not display commercial advertising and/or sponsorships must feature minimally required TLC Content including the Prologue and Epilogue, up to one minute of TLC Audio / Visual Content, all Emergency PSAs, toll and rate code notifications, and all on-demand content that is activated by the Passenger using links or buttons as described elsewhere in this paragraph (such as Passenger surveys, Contact 311, Taxi Information, Channel 2, and TLC Feedback). A PIM that does not display commercial advertising and/or sponsorships may feature news and entertainment-based content as described in subparagraph (v) of this paragraph.

(vii) Contact TLC. The PIM must contain a prominently displayed link or button containing information about how to provide feedback to the TLC using the TLC Feedback feature described in subparagraph (ix) of this paragraph (2), and providing information about how to contact 311. The Contact TLC button must have verbiage and design that is prescribed or approved by the Commission. This link or button must comply with the size and viewing requirements in subparagraph (x) of this paragraph (2);

(viii) Taxi Information. The PIM must contain a prominently displayed link or button to Taxi Information whose verbiage and design is prescribed or approved by the Commission, the content of which will be provided and updated by the Commission. Taxi Information is information for the benefit of the Passenger describing rates of fare, out of town trips, and other information relevant to riding a Taxicab, and includes Taxicab Driver Information as described in item (B) of this subparagraph. This link or button must comply with the size and viewing requirements in subparagraph (x) of this paragraph (2);

(A) The TPEP must provide an option to select Taxicab Driver Information from within the Taxi Information menu as the Taxicab Driver Information described in item (B) of this subparagraph becomes available through current or emergent technology.

(B) The Taxicab Driver Information includes the information contained on the Taxicab Driver's License based on the information entered to activate the TPEP, including but not limited to, the Taxicab Driver's License number and expiration date, and a photo of the Taxicab Driver.

(ix) TLC Feedback. The PIM must contain a TLC feedback form whose verbiage and design is prescribed or approved by the Commission for the purpose of providing feedback to the TLC.

(A) The TLC Feedback form must be able to be accessed through the TLC Feedback link or button, as described in subparagraph (vii) of this paragraph (2).

(B) The TLC feedback form must auto-populate the Medallion number, trip number, Driver's License number, date, and time, and provide a list of up to 10 standard responses (provided and updated by the Commission) that the Passenger can select from. The TLC feedback information must be transmitted to the Commission on a daily basis in a format, layout, and manner approved by the Commission.

(C) The TLC feedback form must contain a statement (approved by the Commission) indicating that formal complaints should be submitted via 311;

(x) Links and Buttons. Links or buttons to TLC Content on the main screen must be grouped together on the PIM display, must be available from the main home screen, and must be the larger of at least 0.6% of the total screen including banners and borders, or such size as required to make any text label at least 14 points in size, unless otherwise approved by the Commission. Buttons must be always visible from the home screen unless otherwise approved by the Commission. The display screens for all PIM content accessed from links or buttons on the main screen must be large enough to view the content in its entirety on the screen, without scrolling. There must be an option for the Passenger to maximize and minimize, close out the content display, and the content should be displayed for a minimum of 60 seconds before auto-close out occurs; and

(3) 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;

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

(i) Advertisements or any other material or information promoting unlawful or illegal goods, services, or activities;

(ii) Advertisements or any other images, material or information containing obscene images or material (see New York Penal Law 235.00, as such

provisions may be amended, modified, or supplemented from time to time);

(iii) Advertisements or any other material, images, 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) Advertisements or any other images, material or information that are libelous, defamatory, infringe intellectual property rights, including but not limited to trademark, copyright or patent rights, of a third party, or violate New York Civil Rights Law Section 50 as such provisions may be amended, modified, or supplemented from time to time;

(v) Advertisements or any other images, material or information that demean or disparage an individual or group of individuals. For purposes of determining whether any such advertisements or other images, material or information demean or disparage an individual or group of individuals, the TPEP Provider will determine whether a reasonably prudent person, knowledgeable of the Taxicab ridership and using prevailing community standards, would believe that such advertisements or other images, material or information ridicule or mock, are abusive or hostile to, or debase the dignity or stature of, an individual or group of individuals;

(vi) Advertisements or any other material or information that propose a commercial transaction where the material or information contained in it is false, misleading, or deceptive; and

(vii) Advertisements or any other material or information that propose a commercial transaction, and promote tobacco or tobacco-related products;

Prior to allowing any PIM content (other than TLC Content) to be displayed on the Passenger Information Monitor, the TPEP Provider shall be responsible for reviewing such content to determine whether the content falls within any of the proscribed categories above. The TPEP Provider may consult with the Commission on whether any proposed content falls within the proscribed categories above.

(5) The TPEP Provider must provide access to the Commission and any designee to all content displayed electronically by the TPEP as follows:

(i) by viewing the content in near real time via a web-based portal established and operated by the TPEP Provider (or by another method acceptable to the Commission) and accessible by an unrestricted application programming interface prescribed by the Commission; and

(ii) via a working demonstration model of the TPEP as described in subdivision (k) of this section.

(6) The content on the Passenger Information Monitor must comply with TV-Y through TV-G ratings in accordance with the standards established by the TV Parental Guidelines rating system from 8AM – 8PM daily.

(7) The PIM must be able to display the following required content in both the English, Spanish, and any other languages required by the Commission, with a default language of English:

(i) The payment screen must enable English, Spanish, and any other language-speaking Passengers the Commission requires, to conduct payment processing.

(ii) The Prologue and Epilogue must enable English, Spanish, and any other language-speaking Passengers the Commission requires, to view the content.

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

(1) The TPEP must capture and transmit On-duty Location Positioning and store and maintain the data in accordance with the requirements of paragraph (c)(4) and subdivision (h) of this section;

(2) The TPEP must prevent the Taxicab Driver from engaging Rate Code 4 within the five boroughs of New York City or when there is a mandated fare;

(3) Tolls located within the five boroughs of New York City must be automatically triggered by the TPEP using the Taxicab's AVL. When the Taxicab's AVL detects that the Taxicab is at a toll crossing, the Taxicab Driver must be prompted via the DIM to either accept or decline the toll, and the TPEP must automatically add the correct toll amount to the fare based on the EZ-Pass rate for that toll and time of day.

(4) The TPEP 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 paragraph (c)(4) and subdivision (h) of this section; and

(5) The TPEP must capture geographic location data sufficient to display the Passenger Route Map on the PIM in accordance with the requirements of subparagraph (ii) of paragraph (2) of subdivision (d) of this section.

(f) *Security.*

(1) All features of the TPEP, including the collection, transmission and maintenance of data by the TPEP 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"), currently located on the web at http://www.nyc.gov/html/doitt/html/business/security.shtml; and

(iii) All security standards contained in Chapter 76 of the TLC Rules.

(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, all of which must be approved by the Commission.

(g) *Disaster Recovery*. All data required to be collected, transmitted and maintained by the TPEP and the TPEP Provider pursuant to this section must be backed up and recoverable in accordance with a disaster recovery plan prepared by the TPEP 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 TPEP or in any services provided by the TPEP Provider relating to data collection, transmission or maintenance, the TPEP 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 by the TPEP Provider for at least three (3) years, with the

exception of On-duty Location Positioning data that is captured on a two minute interval, which must be maintained by the TPEP Provider for at least six months.

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

(1) Payment by Credit, Debit, or Prepaid Card, E-Hail App that Provides for E-Payment, and Digital Wallet Application.

(i) The mean response time of an authorization request shall be five (5) seconds or less. Ninety-nine (99) percent 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 contact, receipt of payment data from a E-Hail App that provides for E-Payment, or Digital Wallet Application, or other triggering event) to the authorization response by the TPEP, for payments that are processed by the TPEP through the TPEP Provider's payment gateway.

(ii) The availability of the authorization system must be greater than ninety-eight (98) percent, if floor-limit authorizations are excluded, and must be greater than ninety-nine (99) percent if floor-limit authorizations are included. Availability is measured by the ratio of the authorization responses to the authorization requests.

(iii) The payment screen must appear in less than two (2) seconds after the Taxicab Driver presses the button to indicate the end of the fare or the Passenger triggers pre-payment by the depression of a cash selection button, the swiping (or other contact) of a credit/debit/prepaid card, or other method of triggering pre-payment.

(2) Text Messaging; Driver Information Monitor.

(i) The availability of completing a text message to a single Taxicab on the first attempt shall be greater than ninety-six percent (96%). The availability of completing a text message to all on-duty operating Taxicabs installed by a TPEP Provider on the first attempt shall be greater than ninety-seven (97) percent. 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 (99) percent. Availability is measured by the ratio of uptime to total operating time.

(iii) At least fifty (50) percent of all messages sent from the Commission or other City agencies to operating Taxicabs installed by a TPEP Provider must be received in less than five (5) 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 Taxicab.

(iv) At least ninety-five (95) percent of all messages (256 bytes or smaller) sent from the Commission or other City agencies to operating Taxicabs installed by a TPEP Provider must be received in less than ten (10) 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 Taxicab.

(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 in the required Maintenance Service log.

(3) Trip Data Collection and Transmission.

(i) The TPEP must accurately collect, transmit and maintain Trip Data 99.99 percent 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 Taxicab as recorded in the Trip Data records.

(ii) The availability and accessibility to the Commission of Trip Data must be greater than 99.9 percent, availableon a 365 x 24 x 7 Basis. Scheduled maintenance must be communicated to the Commission at least 24 hours in advance, and notifications of unplanned outages must be communicated to the Commission and logged within 12 hours of being identified.

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

(4) PIM.

The PIM 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 in the required Maintenance Service log. The MTTR is measured from the time the Taxicab 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 to within fifteen (15) meters at least ninety-eight (98) percent of the time and to within twenty-five (25) meters at least ninety-nine (99) percent of the time. In order to maintain this service level, TPEP Providers must proactively monitor the AVL in their customers' TPEPs every 24 hours to ensure that the AVL is functioning as expected, with a goal of resolving malfunctioning systems within 24 hours of identification.

(ii) The availability of the AVL and location services shall be greater than 99.9 percent. 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 (99.9) percent of Maintenance Service tickets or incidents must be resolved by the TPEP Provider 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 TPEP service is restored enabling the Taxicab to continue service.

(7) Maximum Boot-Up Time.

The maximum boot-up time for a TPEP must not exceed three (3) minutes.

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

(1) Eight (8) percent or more of the credit card processing units installed by a TPEP Provider are unable to process payment by credit/debit/prepaid card beyond the five (5) floor-limit approved transactions provided for in Section 75-25(a)(2)(x) of these Rules 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 (25) percent of the DIMs installed by a TPEP Provider within four (4) hours of the TPEP Provider receiving the message via the web portal or the application programming interface; or

(3) During any month, more than eight (8) percent of PIMs in TPEPs installed by a TPEP Provider prevent a Passenger from making payment by credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application (as applicable) , viewing (or hearing) TLC Content, taking a Passenger survey, or tracking the trip on the Passenger route map.

(4) *Critical Performance Failure Plan*. The TPEP Provider must implement a Critical Performance Failure response plan that, at a minimum, requires the TPEP Provider to respond immediately to a Critical Performance Failure. The plan must:

(i) Contain specific Critical Performance Failure response procedures, business recovery and continuity procedures, data backup processes, roles and responsibilities, and communication and contact strategies;

(ii) Be tested at least annually;

(iii) Designate specific personnel to be available on a 24/7 basis to respond to Critical Performance Failures;

(iv) Provide appropriate training to staff with Critical Performance Failure response responsibilities;

(v) Contain a process to modify and evolve the Critical Performance Failure response plan according to lessons learned and to incorporate industry developments;

(vi) Require notification to the Commission of Critical Performance Failures within two (2) hours of occurrence; and

(vii) Provide a post-incident analysis and report to the Commission.

(k) *Inspection by TLC*. The TPEP Provider must enable the Commission to inspect all components and inner workings of the TPEP by providing Commission inspection personnel with a working demonstration model (inclusive of the Taximeter) of each TPEP for which the Provider has obtained Authorization, and providing regular maintenance to the demonstration model(s). Such components and inner workings include, but are not limited to:

(1) Hardware,

(2) Software,

(3) Driver Information Monitor,

(4) Passenger Information Monitor,

(5) AVL receiver, and

(6) Wired and Wireless connection devices.

(l) *TPEP and Taximeter Functionality*. The TPEP must enable the following functionality with regard to components of the TPEP and the Taximeter:

(1) The TPEP may require the Taxicab Driver to enter both a user name and unique password via the DIM in order to engage the TPEP and Taximeter. The TPEP must enable a Taxicab Driver to login by pulling the Taxicab Driver's information from a smartcard for authentication when this technology becomes available;

(2) The TPEP must check the Taxicab Driver's training status before allowing a Taxicab Driver to engage an Accessible Taxicab via the DIM. Taxicab Drivers that have not completed the appropriate training specified by the Commission must not be able to engage the TPEP and Taximeter via the DIM in an Accessible Taxicab;

(3) The TPEP must check the Taxicab Medallion's status before allowing the Taxicab Driver to log into the Taximeter via the DIM. If a Taxicab Medallion is not Valid and active, the Taxicab Driver must not be able to engage the TPEP and Taximeter via the DIM;

(4) The TPEP must check the Taxicab Driver's License before allowing the Taxicab Driver to log into the Taximeter via the DIM. If the Taxicab Driver's License is already logged in to another TPEP supplied by that TPEP Provider, the TPEP must not allow the Taxicab Driver to log into the Taximeter via the DIM.

(5) When Taximeters are able to support electronic linkage to the TPEP, the TPEP must be programmed to only recognize and activate when connected to the Taximeter with which it was installed as approved by the Commission, in order to prevent unauthorized individuals from modifying or exchanging the Taximeter in any way. If a Taximeter is replaced, the TPEP must be reprogrammed by the TPEP Provider at an authorized maintenance facility to recognize the new Taximeter.

(6) The TPEP must automatically log a Taxicab Driver out of the TPEP in the following situations:

(i) After a 60 minute period of inactivity when the Taxicab's engine is off; and

(ii) If another Taxicab Driver logs into the TPEP where the previous Taxicab Driver is still logged in to that same TPEP.

(7) The Taximeter, DIM, PIM, AVL, and credit card processing unit must all be connected and functioning in order for the TPEP to engage. If any one of them is disconnected or not functioning (other than a network connectivity issue with the credit card processing unit, which is covered by the store and forward

requirements outlined in subparagraph (x) of paragraph (2) of subdivision (a) of this section), the TPEP must notify the Taxicab Driver that the TPEP needs to be serviced. If the TPEP is not repaired within 48 hours of the notification to the Taxicab Driver, the TPEP must not allow any Taxicab Driver to engage the Taximeter and pick up a Passenger until the TPEP is repaired.

(m) *Application Programming Interface and Web Portal*. The TPEP must provide the following functions through an unrestricted application programming interface (API) established by the TPEP Provider that is prescribed by the Commission and by providing a web-based portal:

(1) The API and web-based portal must allow the Commission, other City agencies, and any other entity approved by the Commission, Medallion Owners, and TPEP Providers servicing the TPEP to manage and send text messages as described in subdivision (b) of this section;

(2) The API and web-based portal must allow the Commission and any designee to search and access Trip Data as described in subdivision (c) of this section;

(3) The API and web-based portal must allow the Commission and any designee to generate and download such types of text message and Trip Data informational reports based on technical requirements described in this section as prescribed by the Commission;

(4) Different levels of user access that provide or limit access to the key features available through the TPEP Provider's web-based portal, including but not limited to those described in paragraphs (1) – (3) of this subdivision.

(n) *Smartphone Application Integration*. TPEP Providers must integrate with E-Hail Apps that provide for E-Payment and Digital Wallet Applications as follows:

(1) TPEP Providers must develop and maintain an application programming interface enabling developers of E-Hail Apps that provides for E-Payment and Digital Wallet Applications to integrate their apps directly into the TPEP data collection and transaction processing systems. Integration into the TPEP data collection and transaction processing systems includes but is not limited to:

(i) Providing access for E-Hail Apps that provide for E-Payment and Digital Wallet Applications to itemized fare data including time-and-distance fare, tolls, surcharges, extras, and taxes from the TPEP and Taximeter, when the trip has been completed and the Taxicab Driver has disengaged the Taximeter;

(ii) Ability of TPEP to receive either a confirmation from E-Hail Apps that provide for E-Payment that the total fare amount has been successfully

processed, or to receive the card and payment information from the E-Hail App that provides for E-Payment or Digital Wallet Application in order for the TPEP Provider to process the payment through their own payment gateway;

(iii) Ability of TPEP to receive relevant payment information from an E-Hail App that provides for E-Payment or Digital Wallet Application that processed the payment itself to the extent necessary to display the total charges including E-Hail service fee and tip (if applicable) on the PIM and on the printed receipt in accordance with paragraph (a)(2) of this section, and collect and transmit Trip Data in accordance with subdivision (c) of this section; and

(iv) Any other functionality agreed to by the Commission, the Commission approved smartphone application developer, and the TPEP Provider.

(2) Integration into the TPEP's data collection and transaction processing systems as described above must be provided by the TPEP Provider to all Commission approved E-Hail Apps that provide for E-Payment when those applications provide fees to the TPEP Provider as set forth in paragraph (3) of this subdivision. For trips where the Passenger uses a E-Hail App that provides for E-Payment or Digital Wallet Application:

(i) the TPEP must display the total charges including E-Hail service fee and tip (if applicable) on the PIM and on the printed receipt in accordance with paragraph (a)(2) of this section;

(ii) the TPEP must collect and provide Trip Data as described in subdivision (c) of this section; and

(iii) the TPEP must provide an indication to the Driver through the DIM when payment for the total fare has been completed as described in subdivision (a) of this section.

(3) A TPEP Provider may require E-Hail Apps that provide for E-Payment and process the payment through their own payment gateways to pay a fee of not more than $0.05 per trip for any trip for which the E-Hail App processes the payment.

(4) A TPEP Provider may not charge a fee when the Passenger is using a Digital Wallet Application for payment, or when the Passenger uses an E-Hail App that provides for E-Payment which provides the Passenger credit, debit or prepaid card and payment information to the T-PEP Provider for payment processing through the TPEP Provider's payment gateway.

(o) *TPEP Accessibility*. TPEP Providers must provide the following accessibility features for Passengers:

(1) Accommodations for Passengers with visual disabilities to activate the following accessibility features:

(i) The PIM and credit card reader must be installed in the same Passenger compartment in each Taxicab,

(ii) periodic audio fare updates and at the end of the trip to facilitate payment,

(iii) audio rate code change notifications and toll notifications,

(iv) audio instructions enabling an individual to successfully complete fare payment, including discretionary tipping, without requiring the assistance of a Taxicab Driver, and

(v) providing the Passenger a verbal and hardcopy or electronic receipt.

(p) *Firmware Updates*. TPEP Providers must provide a mechanism for automatically distributing and installing firmware updates to their TPEP systems, and must provide written notification to the Commission of planned firmware updates at least 24 hours in advance.

(1) Firmware updates and security patches must be regression tested against the existing TPEP functionality to ensure no disruption in service, as required in Chapter 76 of these Rules;

(2) Any firmware updates must be successfully distributed and installed within 72 hours of the update being made available for the TPEPs installed by the TPEP Provider in order to ensure consistency across Taxicabs, provided that the TPEP is turned on and engaged within that 72 hour period; and

(3) Each Taxicab's firmware status must be viewable by Medallion number via the TPEP Provider's web-based portal and an unrestricted application programming interface prescribed by the Commission.

(q) *Processing of Payments*

(1) Paying Drivers Directly. TPEP Providers may offer to pay a Taxicab Driver directly for fares processed via or passed through the TPEP. The Taxicab Driver can receive funds directly from the TPEP Provider if both the Taxicab Driver and the Medallion Owner elect to have the Taxicab Driver paid directly by the TPEP Provider.

(i) If the TPEP Provider pays the Taxicab Driver directly and the TPEP Provider is the merchant for the transaction processing, any fees withheld by the TPEP Provider for processing the credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application must not exceed five percent (5%).

(ii) If the TPEP Provider pays the Taxicab Driver directly and the TPEP Provider is not the merchant, the TPEP Provider must not withhold any fees from the Taxicab Driver for processing the transaction.

(iii) If the TPEP Provider pays the Taxicab Driver directly using a method other than payment in cash (i.e. via an electronic debit to an account set up for the Taxicab Driver), funds must be available in accordance with §58-21(f)(1) and (2) of these Rules, and either

(A) there must be no cost to the Taxicab Driver to access or withdraw their funds, and the Taxicab Driver must be able to withdraw funds at a location that is within 0.5 miles of the fleet's garage, or

(B) there must be no cost to the Taxicab Driver for the set-up and use of the account, the Taxicab Driver must be able to transfer their funds to a different bank account at least once a week at no cost, and the Taxicab Driver must be able to use a debit card associated with the account as a credit card with no fee for use of the card, or

(C) there must be no cost to the Taxicab Driver for the set-up and use of the account, the Taxicab Driver must be able to transfer their funds to a different bank account or access their funds at an ATM at a reduced fee of $1.50 per transaction, and the Taxicab Driver must be able to use a debit card associated with the account as a credit card with no fee for use of the card.

(2) Healthcare Fee. Notwithstanding any provision in this subdivision to the contrary, TPEP Providers must collect a healthcare fee of $0.06 per trip for all trips recorded by the TPEP (regardless of whether the trip was paid for by cash, credit/debit/prepaid card, E-Hail App that provides for E-Payment, or Digital Wallet Application), and deposit these funds in an account specified by the Commission within 90 days following the day when the trip was taken. TPEP Providers shall only be required to remit those funds actually collected from Medallion Owners provided further that if a TPEP Provider shall propose, and the TLC shall approve, an alternate methodology for the TPEP Provider to facilitate the collection of such healthcare fee amounts, the TPEP Provider shall instead comply with this alternate methodology.