



## SCHEDULE 4: KPI SCHEDULE

### 1 Definitions and Interpretation

#### 1.1 In this Schedule:

- (a) all terms that have defined meanings in the Contract have the same meaning in this Schedule as they do in the Contract;
- (b) a reference to a Clause is a reference to a Clause in the Contract; and
- (c) a reference to a paragraph is a reference to a paragraph in this Schedule.

#### 1.2 In this Schedule, the following words have the following meanings:

**Act Outside of the Reasonable Control of the Operator** means passenger emergencies, road accidents, unscheduled major road or construction works, and where the Operator has complied with its obligation to use commercially reasonable efforts, set out in paragraph 5.7 of this Schedule.

**At Risk Amount** means 5%.

**Boardings** means the number of Trips taken by all passengers.

**Calendar Month** means the period that commences on the first day of the month and ends on the last day of the month.

**Cancelled Trip** means the whole of the advertised Timetable or Dedicated School Services Timetable Trip did not complete or did not commence within 15 minutes of the Timetable or Dedicated School Services Timetable (for timetabled trips) or the full number of Contract Bus Services required per rolling hour were not operated (for trips that operate to a published Headway)

**Cascade** means when a single Incident results in the Operator incurring more than one Class 1 KPI Default.

**Crowded** means Contract Bus full on route which leaves customers behind.

**Excused Performance Incident** means an Incident resulting in the Operator's inability to meet a KPI which in addition to the circumstances set out in Clause 31 of the Contract (Force Majeure) is caused directly by an Act Outside of the Reasonable Control of the Operator.

**Headway** means the elapsed time that separates two adjacent Buses travelling the same Bus Route or group of Bus Routes.

**Headway Trips** means Trips that are not scheduled to a public timetable.

**In-Service Kilometre** means kilometre travelled in performing the Bus Services, in which passengers are able to board the Bus (for the avoidance of doubt this excludes Non-Operational Kilometres).

**Incomplete Trip** means only a part of the advertised Contract Bus Service operated. This means the Trip was shortened to start or end at a point/s between the advertised start and finish, and/or intermediate Transit Stops are missed.

**KPI** means a Key Performance Indicator.

**KPI Class** means the classification of the KPI as a Class 1, Class 2, Class 3 or Class 4 KPI.

**KPI Credit Allocation Percentage** means the percentage defined in the table set out in paragraph 6 of this Schedule.

**KPI Credit Loading** means the increase in KPI Credits payable by the Operator under paragraph 5.3 of this Schedule.

**KPI Credit** means the amount payable by the Operator to TfNSW for non-performance of KPIs, being a civil penalty provision for the purposes of section 28C of the PT Act and a genuine pre-estimate, agreed by the parties, to off-set part of TfNSW's direct or indirect costs arising from the Operator's non-performance.

**KPI Credit Table** means the table set out in paragraph 6 of this Schedule 4.

**KPI Default** means failure to comply with a KPI.

**KPI Negative Trend** means a trend in the measured results of a KPI which demonstrate a reduction in performance.

**KPI Relief** means an Operator is excused from non-performance of a KPI as a result of an Excused Performance Incident in accordance with paragraph 5.7 of this Schedule.

**KPI Reporting Period** means the frequency with which the period of time in which the Operator's performance of the KPI will be measured.

**KPI Table** means the KPI tables set out in Paragraph 9 of this Schedule.

**Late** means a Contract Bus departing a Transit Stop more than 5 minutes 59 seconds later than timetabled.

**Non-Operational Kilometres** means kilometres run as positioning or other incidental movements of Contract Buses.

**Published Timetable Trips** means trips on Bus Routes that are scheduled by public timetable rather than Headway.

**Trip On Time** means, for Published Timetable Trips, a Contract Bus departing a Transit Stop no more than 1 minute 59 seconds early and no more than 5 minutes 59 seconds late compared to Timetable and for Headway Trips means commencing each Headway Trip within 5 minutes 59 seconds of published Headway. Where Contract Buses link with train services in the Timetable, time is measured from when passengers arrive at the Transit Stop.

- 1.3 The following table sets out how the KPI Tables included in this Schedule 4 are to be interpreted:

<b>Name</b>	<i>The name of the KPI</i>
Description	<i>A description of what the KPI does and, at a high level, how it is measured and calculated</i>
Hours measured	<i>The hours during which the KPI calculation is applied</i>
KPI	<i>The level which the delivery performance of the Operator (calculation) must equal or exceed</i>
Class	<i>Either Class 1, Class 2, Class 3 or Class 4</i>
<b>Measurement methodology</b>	
Measurement starting point	<i>The point in time at which the Operator must commence measurement for any KPI Reporting Period</i>
Calculation	<i>The algorithm for calculation of the level of performance of the KPI for the KPI Reporting Period</i>
Period of calculation	<i>The period over which the performance of the KPI must be calculated in each report</i>
Measurement unit	<i>The granularity with which the KPI performance must be measured and reported against</i>
Data source	<i>The data sources TfNSW will consider in order to provide an accurate measurement</i>
Measurement responsibility	<i>Whether it is the responsibility of the Operator, TfNSW or a third party to measure (or collect the measurement of) and then calculate the KPI</i>
Reporting frequency	<i>How frequently performance against this KPI should be reported (typically this is each Calendar Month unless specified otherwise in this Schedule 4 (KPI Reporting Period))</i>

## 2 KPI Principles

2.1 In accordance with clause 10 of the Contract, the Operator must perform the Contract Bus Services described in Schedule 1 (Services Schedule) and Schedule 2 (Service Levels) of the Contract measured against the KPIs set out in this Schedule 4.

2.2 The Operator acknowledges:

- (a) the emphasis of the KPI regime is on delivery of the Contract Bus Services to meet TfNSW's business requirements and on performance improvement where the Contract Bus Services fail to meet the requirements;
- (b) KPIs apply from the Services Commencement Date and data must be sourced from available sources if automation of data collection is not available;
- (c) TfNSW requires flexibility to modify KPIs and the management regime in order to keep pace with the changing business environment; and
- (d) TfNSW may classify KPIs to guide the Operator as to which KPIs are the most important, but TfNSW may change this classification at TfNSW's absolute discretion as the business environment or the performance of the Operator changes.

### **3 KPI Reporting**

#### **3.1 Reporting Content**

In accordance with the Reporting frequency specified for every KPI, the Operator must report to TfNSW, at a minimum, the following information:

- (a) Numerical data setting out the performance achieved during the KPI Reporting Period against, where applicable, the data for the preceding quarter and 12 months;
- (b) A graphical representation of those data highlighting the KPI, the actual performance during the KPI Reporting Period and the performance for the previous quarter, 6 months or 12 months (as applicable);
- (c) A summary table demonstrating performance for each KPI;
- (d) A commentary explaining any performance variations and performance trends;
- (e) Where, for the KPI Reporting Period, there is a KPI Default, or there is an indication of a KPI Negative Trend, an explanation of the causes of the KPI Default or KPI Negative Trend;
- (f) A proposed cure plan, developed by the Operator to address the causes of any KPI Default or KPI Negative Trend, including proposed actions for that Operator and/or TfNSW; and
- (g) Where there has been a previous cure plan for the KPI, the status of the actions and an explanation of any relationship between the cure plans and current performance.

3.2 The Operator must include such other information in its reports to TfNSW as is specified in this Schedule 4 or as otherwise required by TfNSW from time to time.

3.3 The Operator must use the format for KPI reporting specified in Annexure 3 to the Reporting Schedule.

3.4 Where the Operator develops a cure plan under paragraph 3.1(f) of this Schedule 4 to address the causes of any KPI Default or a KPI Negative Trend in a KPI performance and proposes actions to be performed by TfNSW, the Operator acknowledges that:

- (a) TfNSW may accept those proposed actions at its absolute discretion; and
- (b) nothing in the proposed cure plan derogates from the Operator's responsibility to perform the Contract Bus Services.

3.5 TfNSW may, from time to time, redefine its requirements for KPI reporting or request additional material to be provided by the Operator for any KPI which the Operator must provide.

3.6 The Operator may propose additional or alternative data sources that would, in the reasonable opinion of the Operator, improve the quality of measurement and reporting against the KPI. TfNSW may consider any additional or alternative data sources proposed at its absolute discretion.

3.7 In addition to reporting in the KPI Reporting Period specified for each KPI, within 15 days of each KPI Reporting Period, the Operator must provide a report to TfNSW that includes, with respect to each KPI for which there was a KPI Default during the preceding 12 months, the following:

- (a) Statistics on the Operator’s monthly performance against each of the KPI’s included in the report during the preceding year;
- (b) The yearly Performance Average for the KPI’s included in the report; and
- (c) The total amount of KPI Credits imposed for KPI Defaults.

**4 KPI Classes**

- (a) The parties acknowledge and agree that KPIs are classified into KPI Classes as defined in the table below:

KPI Class	Description	Management
Class 1	The measurement, management, reporting and achievement of the KPI must be met by the Operator and failure to meet the KPI requirement may result in a KPI Credit.	Actively monitored and managed by the Operator; breaches within any KPI Reporting Period require the Operator to develop an incident report in accordance with paragraph 3.1 of this Schedule 4 with an explanation and remedial action proposed to ensure the KPI is met.  The Operator’s performance against the KPI must be reported, presented and reviewed at the regular monthly meeting.
Class 2	The KPI information is to be measured, captured and reported on a regular basis but non-performance does not result in a KPI Credit.	Performance is monitored and reported on a monthly basis by the Operator (unless otherwise stated in the KPI description). Where the KPI is not met, the Operator must take remedial action where it is necessary to continue to meet the KPI.
Class 3	The KPI information is to be measured, captured and reported on a regular basis but non-performance does not result in a KPI Credit.	Performance is monitored and reported on a monthly basis by the Operator (unless otherwise stated in the KPI description). Where the KPI is not met, the Operator must take remedial action where it is necessary to continue to meet the KPI.
Class 4	Applies to Customer Satisfaction only.	Actively monitored and managed by the Operator; breaches within any reporting period require an incident report with explanation and remedial action if required.  Will be reported, presented and reviewed at the regular monthly meeting.

- (b) TfNSW may, with 30 days written notice to the Operator, apply KPI Credits to any Class 1 and Class 4 KPI in accordance with paragraph 6 of this Schedule 4.
- (c) TfNSW may redesignate a KPI to a different KPI Class by 30 days written notice to the Operator subject to the following:
  - (1) TfNSW may redesignate a Class 2 KPI to a Class 1 KPI; and
  - (2) TfNSW must not redesignate a Class 3 KPI to a Class 1.

**5 KPI Credits**

**5.1 Applicability**

The Operator must pay KPI Credits to TfNSW for a KPI Default of a KPI specified in the KPI Credit Table other than where non-compliance with a KPI is as a result of an

Excused Performance Incident for which the Operator has been granted KPI Relief in accordance with Schedule 3 (Payment Schedule).

## 5.2 Calculation of KPI Credit

- (a) Subject to paragraph 5.1 of this Schedule 4, in the event of a KPI Default of a KPI specified in the KPI Credit Table, the Operator must pay to TfNSW a KPI Credit as calculated below.
- (b) The Operator must pay to TfNSW a KPI Credit for a KPI Default computed in accordance with the following formulae:

- (1) in the event of a Class 1 KPI Default

$$\text{KPI Credit} = A \times B \times C \times D$$

Where:

**A** = The KPI Credit Allocation Percentage for which the KPI Default occurred as shown in the KPI Credit Table in paragraph 6 of this Schedule 4.

**B** = At Risk Amount – 5%.

**C** = KPI Credit Loading for repeated failures (calculated in accordance with paragraph 5.3 of this Schedule 4).

**D** = Monthly Contact Price for the KPI Reporting Period.

- (2) in the event of a Class 4 KPI Default

$$\text{KPI Credit} = 0.3\% \times \text{Annual Contract Price for the relevant year.}$$

## 5.3 Repeated Failure

The parties agree the KPI Credit Loading regime will operate as follows:

- (a) if an Operator repeatedly fails to meet a Class 1 KPI within the same KPI Reporting Period, in addition to any other rights TfNSW may have under the Contract, the KPI Credit payable by the Operator (as set out in paragraph 6 of this Schedule 4) will increase (the **KPI Credit Loading**) as follows:

Number of KPI Reporting Periods in which the same KPI has failed	KPI Credit Loading
First Occurrence	1
2 consecutively	1.5
3 consecutively	2
4 or more in a rolling 6 KPI Reporting Periods	2.5

- (b) the KPI Credit Loading will only apply to the KPI Credits for the same KPI for the relevant KPI Reporting Period.
- (c) The Operator must report to TfNSW on KPI Credit Loadings in the monthly KPI Credits report for the month following the month in which KPI Credit Loading is incurred and provide the corresponding credit in the invoice for the same month.

## 5.4 Multiple Class 1 KPI Defaults and No Cascade

- (a) Subject to paragraph 5.4(b), if more than one KPI Default has occurred in a single month, the Operator must credit the sum of the corresponding KPI Credits to TfNSW in accordance with Schedule 3 (Payment Schedule).
- (b) If a single Incident results in the Operator incurring more than one Class 1 KPI Credit Default (**Cascade**), TfNSW may select any one of such KPI Defaults

for which it will be entitled to receive a KPI Credit. Without prejudice to TfNSW's other rights under the Contract, TfNSW is not entitled to more than one Class 1 KPI Credit for a single Incident that gives rise to multiple Class 1 KPI Defaults within the same KPI Reporting Period.

#### 5.5 Monthly KPI Credit Cap

The parties acknowledge that the aggregate amount of a KPI Credit payable by the Operator to TfNSW with respect to all Class 1 KPI Defaults occurring in a single month must not exceed the sum of :

- (a) the At Risk Amount multiplied by the Monthly Contract Payment; and
- (b) any additional amounts due to the application of KPI Credit Loadings.

#### 5.6 KPI Credit Reporting

The Operator must immediately notify TfNSW in writing if TfNSW becomes entitled to a KPI Credit, and must include any such notification in its reporting for each KPI in accordance with the Reporting frequency specified for the KPI.

#### 5.7 Excused Performance Incident

- (a) In the event of an Excused Performance Incident, the Operator must:
  - (1) notify TfNSW within 24 hours of the Excused Performance Incident by notice in writing; and
  - (2) may seek KPI Relief from TfNSW.
- (b) The Operator acknowledges if TfNSW does not receive written notification of an Excused Performance Event within 24 hours, the Incident will not be an Excused Performance Incident for the purposes of this Schedule 4.
- (c) In support of an application for KPI Relief, the Operator must provide TfNSW supporting documentation detailing the circumstances of the Excused Performance Incident and the affect of the Excused Performance Incident on one or more of the KPIs.
- (d) TfNSW may formally accept or reject the Operator's application for KPI Relief within 4 weeks of the request for KPI Relief and the provision of all information required by TfNSW in support of the application for KPI Relief such an application being granted at TfNSW's discretion acting reasonably.
- (e) The Operator acknowledges that, in the event of a KPI Default which is caused by an Excused Performance Incident and for which KPI Relief is granted, the Operator's obligations in relation to the performance of the Contract Bus Services and compliance with the KPIs which are not affected by the Excused Performance Incident continue and include, but are not limited to:
  - (1) an obligation to use commercially reasonable efforts to reinstate the Contract Bus Services affected by the Excused Performance Incident and meet the KPIs affected by the Excused Performance Incident as soon as possible in the circumstances;
  - (2) track and monitor the performance against the KPIs affected by the Excused Performance Incident; and
  - (3) continue to report Excused Performance Incidents as if they were any other Incidents for the purposes of analysis and corrective action.



## 6 KPI Credits weighting

- (a) The KPI Credit Allocation Percentages for each KPI as at the Services Commencement Date are set out in the following KPI Credit Table:

No	KPI	KPI Credit Allocation Percentage
1	Punctuality Rate	15%
2	Cancelled or Incomplete Trips	15%
3	Customer Complaint per Boardings	15%
4	Bus Maintenance – Major Defects	15%
5	Bus Revenue Collection Rate	15%
6	Data Maintenance	15%
7	CCTV and Duress Alarm Reliability	15%
8	Reporting	15%
9	Customer Complaint/Enquiries Database	15%

- (b) The parties acknowledge that the KPI Credit Table contains KPIs the performance of which have a significant business impact to TfNSW.
- (c) TfNSW may substitute the Class 2 KPI's included in items 8 and 9 in the KPI Credit Table with new KPIs by no less than 30 days written notice to the Operator.

## 7 Effect of KPI Default

In accordance with clause 30.1 of the Contract, in addition to any other rights TfNSW may have under the Contract, the following KPI Defaults may have a material adverse effect on the performance of the Contract Bus Services:

- (a) Three breaches of any single KPI within a six month period from the Services Commencement Date; or
- (b) Four breaches of any single KPI within a twelve month period from the Services Commencement Date.

## 8 Additions and Deletions of KPIs

- (a) TfNSW may change the KPI regime set out in this Schedule 4 from time to time by 30 days written notice to the Operator.
- (b) Without limiting paragraph 8(a) of this Schedule 4, TfNSW may change the KPI regime by:
- (1) adding or removing a KPI;
  - (2) changing the KPI Class of a KPI; or
  - (3) varying the KPI Reporting Period.
- (c) The parties acknowledge if TfNSW adds a KPI in accordance with paragraph 8(a) of this Schedule 4, TfNSW will measure the Operator's performance against the KPI over a period of 3 months, unless the parties agree in writing to a different KPI measurement period.

## 9 KPIs

### 9.1 Network Effectiveness

<b>KPI</b>	<b>Table 1</b>
<b>Name</b>	<b>Boardings per Scheduled Service Kilometre</b>
Description	This KPI aims to ensure that network effectiveness improvements are introduced into the Contract Bus Services through improvements in Contract Bus Service scheduling.
Hours measured	All hours of operation
KPI	1% year-on-year increase in Boardings per In-Service Kilometre
Class	Class 3
<b>Measurement methodology</b>	
Measurement starting point	Beginning of Financial Year
Calculation	$\frac{[(\text{Total Boardings for Financial Year} / \text{Total Service Kilometres for Financial Year}) - (\text{Total Boardings for previous Financial Year} / \text{Total Service Kilometres for previous Financial Year})]}{(\text{Total Boardings for previous Financial Year} / \text{Total Service Kilometres for previous Financial Year})}$
Period of calculation	Monthly trend reporting with annual calculation against KPI
Measurement unit	Kilometres
Data source	<p>Prior to Automation of data source(s):            Bus Service Schedules; ticketing system; revenue data; 131500; boarding data</p> <p>Post Automation of data source(s):            Following automation, such as P-TIPS and 'smart' ticketing, report must be generated from data available from automated systems.</p>
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly with annual reporting against KPI

9.2 Service Reliability

KPI	Table 2
Name	Punctuality Rate – Published Timetable Trips
Description	This KPI aims to ensure that Contract Bus Services run to Timetable, Dedicated School Services Timetable and/or frequency. It will measure the variation from Timetable or Dedicated School Services Timetable for all Trips each month, measured at the beginning, selected mid-point and end of Trip.
Hours measured	All hours of operation
KPI	<ul style="list-style-type: none"> <li>(i) At least 95% of Published Timetable Trips and Headway Trips commence each Trip On Time</li> <li>(ii) At least 95% of Published Timetable Trips and Headway Trips leave the mid-point Transit Stop on each Trip On Time</li> <li>(iii) &lt;5% of Published Timetable Trips arrive at the last Transit Stop of each Trip Late</li> </ul>
Class	<p>At commencement of Trip – Class 1</p> <p>At mid-point of Trip– Class 3</p> <p>At last Transit Stop – Class 3</p>
<b>Measurement methodology</b>	
Measurement starting point	First of each KPI Reporting Period
Calculation	<p><math>100 \times (\text{Number of Published Timetable Trips and Headway Trips commencing On Time} / \text{Total number of Published Timetable Trips and Headway Trips measured in the period})\%</math></p> <p><math>100 \times (\text{Number of mid-point Transit Stops departed On Time for Published Timetable Trips and Headway Trips} / \text{Total number of mid-point Transit Stops for Published Timetable Trips and Headway Trips measured in the Period})\%</math></p> <p><math>100 \times (\text{Number of Published Timetable Trips and Headway Trips arriving at the last Transit Stop Late} / \text{Total number of last Transit Stops measured in the Period for Published Timetable Trips and Headway Trips})\%</math></p>
Period of calculation	Monthly
Measurement unit	Selected Transit Stops for which a Contract Bus Service is not On Time
Data source	<p>Prior to Automation of data sources(s):</p> <p>Time of commencement of Trip compared to scheduled time to be measured by Operator. Mid-Points will be measured for selected routes only.</p> <p>Post Automation of data sources(s):</p> <p>Relevant system such as P-TIPS and ‘smart’ ticketing, analysed to provide performance information. KPI will be based on selected Transit Stops for all routes for which automated data is available. This must be implemented within 3 months of implementation of the automated system.</p>

<b>KPI</b>	<b>Table 2</b>
<b>Name</b>	<b>Punctuality Rate – Published Timetable Trips</b>
Measurement responsibility	Operator with selected audit by TfNSW
Reporting frequency	Monthly

<b>KPI</b>	<b>Table 3</b>
<b>Name</b>	<b>Cancelled and Incomplete Trips</b>
Description	This KPI aims to ensure that Contract Bus Services deliver the full Timetable or Dedicated School Services Timetable service, including Headway services, and Transit Stops are not missed to correct timetable or frequency issues. All Incomplete Trips and Cancelled Trips must be reported against the total trips for the period.
Hours measured	All hours of operation
KPI	(i) <1% Incomplete Trips (i) <1% Cancelled Trips
Class	Class 1
<b>Measurement methodology</b>	
Measurement starting point	First of each KPI Reporting Period
Calculation	(Incomplete Trips)/Total Trips (Cancelled Trips)/Total Trips
Period of calculation	Monthly
Measurement unit	Trips
Data source	Prior to Automation of data sources(s): Drivers, Co-ordinator and customer complaints  Post Automation of data sources(s): Relevant system such as P-TIPS and ‘smart’ ticketing, analysed to provide performance information. This must be implemented within 3 months of implementation of the automated system.
Measurement responsibility	Operator with selected audit by TfNSW
Reporting frequency	Monthly

KPI	Table 4
Name	Accessible Bus Services
Description	<p>This KPI aims to ensure that timetabled Accessible Bus Services are available as advertised. All Accessible Services Not Operated must be reported against the total Trips for the period.</p> <p>In this KPI 4:</p> <p><b>Timetabled Accessible Services</b> is defined as the number of Wheelchair Accessible timetabled Trips during the KPI Reporting Period.</p> <p><b>Wheelchair Accessible</b> is defined as a Bus which has wheelchair access such as a ramp.</p> <p><b>Accessible Services Not Operated</b> is defined as the total wheelchair accessible Bus Trips not operated in full or in part during the KPI Reporting Period.</p>
Hours measured	All hours of operation
KPI	At least 99% of Timetabled Accessible Services operate
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	First of each KPI Reporting Period
Calculation	$100 \times (\text{Accessible Services Not Operated} / \text{Timetabled Accessible Services})\%$
Period of calculation	Monthly
Measurement unit	Trips
Data source	<p>Prior to Automation of data sources(s): Driver, Customer Complaints, Mystery Shopper.</p> <p>Post Automation of data sources(s): Driver, Customer Complaints, Mystery Shopper. Contract Bus designation to include information on accessibility.</p>
Measurement responsibility	Operator with selected audit by TfNSW
Reporting frequency	Monthly

### 9.3 Service Quality and Customer Satisfaction

KPI	Table 5
Name	Customer Complaint per Boardings
Description	<p>Measures the level of customer complaints per 100,000 Boardings to ensure that the level of complaints is effectively managed and improvements are implemented to enhance customer satisfaction.</p> <p>In this KPI 5:  <b>Complaint</b> means each report of a negative experience in relation to the Contract Bus Services</p>
Hours measured	All hours of operation
KPI	<22 complaints per 100,000 Boardings
Class	Class 1
<b>Measurement methodology</b>	
Measurement starting point	Beginning of each Contract Year
Calculation	Complaints received during the previous Contract Year per 100,000 Boardings for the previous Contract Year
Period of calculation	Annual
Measurement unit	Complaints
Data source	<p>Prior to Automation of data sources(s):            Operator and 131500 Complaints Registers (target &gt;95% in 131500)</p> <p>Post Automation of data sources(s):            100% recorded in 131500 Complaints Registers</p>
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly

<b>KPI</b>	<b>Table 6</b>
<b>Name</b>	<b>Customer Complaint Resolution</b>
Description	Customer Complaint Resolution means the satisfactory closure of customer complaints within agreed timeframes. It is measured from the time of receipt of the complaint by the Operator to the resolution and closure of the complaint in accordance with the Passenger Relations Plan
Hours measured	24/7
KPI	(i) 70% of all complaints are resolved within 2 Business Days (ii) 95% of all complaints are resolved within 30 Business Days
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	First Business Day of each KPI Reporting Period
Calculation	100 x (Complaints resolved within 2 Business Days during the KPI Reporting Period / Total complaints received for the KPI Reporting Period)% 100 x (Complaints resolved within 30 Business Days during the KPI Reporting Period / Total complaints received for the KPI Reporting Period)%
Period of calculation	Monthly
Measurement unit	Complaints
Data source	Prior to Automation of data sources(s): Operator and 131500 Complaints Registers  Post Automation of data sources(s): 100% recorded in 131500 Complaints Registers
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly

<b>KPI</b>	<b>Table 7</b>
<b>Name</b>	<b>Customer Response</b>
Description	Customer Response means the time from which a complaint is received until the time that the customer is contacted in relation to that complaint.
Hours measured	Business Hours
KPI	100% of all complaints are responded to within 2 Business Days
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	First Business Day of each KPI Reporting Period
Calculation	$100 \times (\text{Complaints responded to within 2 Business Days} / \text{Total complaints received for the KPI Reporting Period})\%$
Period of calculation	Monthly
Measurement unit	Complaints
Data source	<p>Prior to Automation of data sources(s): Operator and 131500 Complaints Registers</p> <p>Post Automation of data sources(s): 100% recorded in 131500 Complaints Registers</p>
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly



<b>KPI</b>	<b>Table 8</b>
<b>Name</b>	<b>Customer Complaint/Enquiries Database</b>
Description	Customer complaint database measures the completeness of the 131500 database of customer complaints and enquiries by ensuring that all complaints and enquiries received directly by the Operator are referred to 131500.
Hours measured	All hours of operation
KPI	100% of calls received are included in the 131500 database
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	First Business Day of each KPI Reporting Period
Calculation	$100 \times (\text{Complaints and Enquiries received during the KPI Reporting Period} / \text{Total complaints and enquiries recorded in the 131500 database for the KPI Reporting Period})\%$
Period of calculation	Monthly
Measurement unit	Complaints
Data source	Prior to Automation of data sources(s): Operator Complaints Register and 131500 database  Post Automation of data sources(s):
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly

<b>KPI</b>	<b>Table 9</b>
<b>Name</b>	<b>Customer Satisfaction</b>
Description	Customer Satisfaction means the level of satisfaction with the Operator's performance as expressed by a representative sample of the passengers (TfNSW to approve) as measured on a Likert Scale. The survey questions used in the calculation of this KPI will relate to services largely under the control of the Operator.
Hours measured	N/A – by survey at least quarterly
KPI	85% of all ratings above the mid-point of the Likert Scale, based on historical performance on services largely under the control of the Operator
Class	Class 4
<b>Measurement methodology</b>	
Measurement starting point	N/A per survey at least quarterly
Calculation	On the basis of a survey (the structure and content to be defined by TfNSW) on a Likert Scale, the number of the ratings above the mid-point divided by the total number of ratings times 100.
Period of calculation	Annual
Measurement unit	Rating
Data source	Surveys of customer satisfaction
Measurement responsibility	TfNSW
Reporting frequency	Annually

<b>KPI</b>	<b>Table 10</b>
<b>Name</b>	<b>Passenger Crowding</b>
Description	This measures the bus crowding and highlights routes which require review for service improvement. The Operator's obligation is to report all Crowded routes. Once a Crowded route has been notified the Operator's obligation under this KPI is met.
Hours measured	24x7
KPI	<p>Prior to automation of data sources(s): &lt; 2 routes are Crowded and have not been notified to TfNSW</p> <p>Post Automation of data sources(s): 100% of Routes which exceed 90% of bus capacity at peak load point or Routes which include Transit Stops at which passengers are left behind due to capacity are advised to TfNSW</p>
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	Commencement Date and then the previous survey
Calculation	The number of Crowded Bus Routes not notified to TfNSW
Period of calculation	Monthly
Measurement unit	Bus Routes
Data source	<p>Prior to Automation of data sources(s): Drivers, Customer Complaints, Survey of peak loads as and when undertaken, ticketing data, on-road supervision, Mystery Shopper</p> <p>Post Automation of data sources(s): Drivers, Customer Complaints, Survey of peak loads, ticketing system, on-road supervision, Mystery Shopper</p>
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly

<b>KPI</b>	<b>Table 11</b>
<b>Name</b>	<b>Passenger Information</b>
Description	This measures how passengers on buses are kept informed of delays in scheduled services and notification of delays to 131500 and the Transport Co-ordination Group (or similar group as nominated by TfNSW from time to time)
Hours measured	24x7
KPI	> 95% of passengers on Contract Buses are kept informed of delays on that Contract Bus Service
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	N/A per survey at least quarterly
Calculation	$100 \times (\text{The number of surveyed passengers satisfied with passenger information} / \text{the number of passengers surveyed})\%$
Period of calculation	Quarterly
Measurement unit	Passengers
Data source	Customer complaints, customer satisfaction surveys, Mystery Shopper
Measurement responsibility	TfNSW
Reporting frequency	Monthly

<b>KPI</b>	<b>Table 12</b>
<b>Name</b>	<b>Contract Bus Presentation</b>
Description	This KPI aims to ensure that all Contract Buses are clean and tidy. Clean and tidy includes general presentation including, clean at the beginning of each Trip, free of graffiti, good external presentation and paintwork, minimal window etching etc
Hours measured	All hours of operation
KPI	(i) > 95% of passengers surveyed are satisfied with Contract Bus presentation (ii) > 95% of Contract Buses inspected meet presentation requirements
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	N/A per survey at least quarterly
Calculation	100 x (The number of surveyed passengers satisfied with Contract Bus presentation / the number of passengers surveyed)% 100 x (The number of Contract Buses inspected for Contract Bus presentation which fail / The number of Contract Buses inspected for Contract Bus presentation)%
Period of calculation	Quarterly
Measurement unit	Passengers
Data source	Customer complaints, customer satisfaction survey, random survey of presentation, Mystery Shopper
Measurement responsibility	TfNSW via customer surveys and audits
Reporting frequency	Monthly

#### 9.4 Safety and Contract Bus Maintenance

<b>KPI</b>	<b>Table 13</b>
<b>Name</b>	<b>Incidents Due to Failure to Conduct Contract Bus Maintenance</b>
Description	This measures the diligence with which the Operator undertakes maintenance of Contract Buses.
Hours measured	24x7
KPI	<5% of Late Trips, Cancelled Trips and Incomplete Trips are caused due to Contract Bus failure arising from maintenance issues
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	Following cause analysis of Late Trips, Cancelled Trips and Incomplete Trips
Calculation	$100 \times \frac{\text{The number of Late Trips, Cancelled Trips and Incomplete Trips that would have been avoided if Contract Buses had been maintained as scheduled}}{\text{Total number of Late Trips, Cancelled Trips and Incomplete Trips in the Reporting Period}}$
Period of calculation	Monthly
Measurement unit	Each Late Trip, Cancelled and Incomplete Trip due to maintenance issues
Data source	Drivers, customer complaints, maintenance records, RMS, changeover records
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly

KPI	Table 14
Name	Contract Bus Maintenance – Major Defects
Description	<p>This KPI aims to ensure that all Contract Buses are properly maintained and do not have major defects which potentially impact reliability and safety.</p> <p>In this KPI 14:  <b>Major Defect</b> is defined as a defect identified in regular and random inspections by the RMS to have a major defect.</p>
Hours measured	All hours of operation
KPI	Nil Major Defect Notices for the KPI Reporting Period
Class	Class 1
<b>Measurement methodology</b>	
Measurement starting point	First day of the KPI Reporting Period
Calculation	Number of Contract Buses deemed unroadworthy by the RMS
Period of calculation	Monthly
Measurement unit	Contract Buses
Data source	Contract Bus maintenance records; RMS
Measurement responsibility	Operator, with selected audit by TfNSW.
Reporting frequency	Monthly

KPI	Table 15
Name	Preventable Accidents
Description	<p>This KPI aims to ensure that all Contract Buses are properly maintained and operated.</p> <p>In this KPI 15:</p> <p><b>Preventable Accident</b> is defined as an accident that is caused by:</p> <ul style="list-style-type: none"> <li>• poor maintenance (such as wheels falling off, fire, fluid leaks);</li> <li>• driver failure to follow proper procedures (such as failure to engage the hand brake or resulting in a runaway Contract Bus);</li> <li>• failure to perform adequate maintenance; or</li> <li>• poor driving.</li> </ul>
Hours measured	All hours of operation
KPI	0 Preventable Accidents
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	First of each KPI Reporting Period
Calculation	Number of Preventable Accidents during the KPI Reporting Period
Period of calculation	Monthly
Measurement unit	Accidents
Data source	<p>Accident reports, maintenance records, defect reports, HVIS</p> <p>TfNSW on-line incident report system</p>
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly



## 9.5 Revenue Protection

<b>KPI</b>	<b>Table 16</b>
<b>Name</b>	<b>Contract Bus Revenue Collection Rate</b>
Description	<p>This KPI aims to ensure that a suitable level of revenue protection is carried out as passengers enter a Contract Bus. The percentage of passengers travelling without paying should be within acceptable limits and reducing as revenue management strategies improve compliance.</p> <p>The percentage of paying passengers will be determined from the results of revenue inspections organised by TfNSW.</p>
Hours measured	All hours of operation
KPI	At least 99.5% of passengers inspected have paid for their Trip boarding
Class	Class 1
<b>Measurement methodology</b>	
Measurement starting point	First of each KPI Reporting Period
Calculation	$100 \times (\text{passengers inspected who have paid for their Trip} / \text{passengers inspected})\%$
Period of calculation	Monthly
Measurement unit	Passengers who have paid a fare for travel on the Contract Bus. For avoidance of doubt, this measure does not include passengers who have paid the wrong fare.
Data source	<p>Prior to Automation of data sources(s): Ticket Inspectors</p> <p>Post Automation of data sources(s): Ticket Inspectors. Following automation, report must be generated from data available from automated systems.</p>
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly

9.6 Incident Management

KPI	Table 17
Name	Major Incident Resolution
Description	<p>Incident resolution aims to ensure that Incidents are managed in a timely and orderly manner, such that passenger services may resume as quickly as possible, and operate in accordance with the Timetable.</p> <p>The Operator must commence and continue work to minimise the impact of the Incident.</p> <p>In this KPI 17:</p> <p><b>Incident</b> means any unplanned event which impacts the Contract Bus Services and causes, or may cause, an interruption to scheduled services. Such unplanned events include the degradation of the performance of any of the Contract Bus Services.</p> <p><b>Replacement Bus</b> means a bus required to replace an Operator’s Bus which cannot be driven</p> <p><b>Major Incidents</b> means an Incident classified as a Major Incident under the Incident Classification Tables at Attachment 1 of this Schedule 4.</p>
Hours measured	24 x 7
KPI	<ul style="list-style-type: none"> <li>(i) 95% of Major Incidents must be advised to the TfNSW within 5 minutes of an Incident occurring</li> <li>(ii) When required by TfNSW, 95% of Replacement Buses are dispatched within 10 minutes of a Major Incident occurring.</li> <li>(iii) Where required by TfNSW, 95% of tow trucks (or suitable alternative method of removing bus) are dispatched within 10 minutes of a Major Incident occurring</li> </ul>
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	Time starts accumulating from the point at which an incident has been identified by the Operator (or should have been identified by the Operator) and continues until the Incident has been resolved.
Calculation	<p>100 X (Number of Major Incidents advised to the TMC within 5 minutes / Number of Major Incidents)%</p> <p>100 X (Number of Replacement Buses dispatched within 10 minutes for Major Incidents / Number of Replacement Buses required for Major Incidents)%</p> <p>100 X (Number of tow trucks (or suitable alternative method of removing bus) dispatched within 10 minutes for Major Incidents / Number of tow trucks (or suitable alternative method of removing bus) required for Major Incidents)%</p>

<b>KPI</b>	<b>Table 17</b>
<b>Name</b>	<b>Major Incident Resolution</b>
Period of calculation	Per Month
Measurement unit	Incident
Data source	Prior to Automation of data sources(s): Operator incident records, Traffic Management Centre Post Automation of data sources(s): Supported by on-time running data
Measurement responsibility	Operator
Reporting frequency	Monthly

## 9.7 Reporting

<b>KPI</b>	<b>Table 18</b>
<b>Name</b>	<b>Reporting</b>
Description	<p>This KPI aims to ensure all agreed reports are available to TfNSW within the agreed timeframe. This Reporting KPI measures the time taken to deliver reports starting from the end of the reporting period until the time that the reports are available for TfNSW. The scope is for all reports as set out in Annexure 1 of the Reporting Schedule. Reports are to be available in an agreed repository or otherwise provided to TfNSW (eg, provision to TfNSW of on-line access) within the timeframe following the end of the reporting period as set out in the KPI Reporting Requirements.</p> <p>Any report which has material errors will be deemed not to have been received until a correct version is available.</p>
Hours measured	24 x 7
KPI	100% within KPI Reporting Requirements
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	End of each KPI Reporting Period
Calculation	100 x (Total number of reports presented within the required timeframe during the KPI Reporting Period / total number of reports due to be presented during the KPI Reporting Period)
Period of calculation	Monthly
Measurement unit	Report
Data source	<p>Prior to Automation of data sources(s): Reporting tools</p> <p>Post Automation of data sources(s): Where possible, report to be generated directly from installed automated systems such as ticketing, traffic priority etc</p>
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly

<b>KPI</b>	<b>Table 19</b>
<b>Name</b>	<b>Provision of Information</b>
Description	<p>This KPI aims to ensure that responses to request for information about Contract Bus Services are provided in a reasonable timeframe. Such requests for information could arise from varying sourcing, but would include information required to provide Ministerial responses, answering customer enquiries, providing information required by legislation, providing information to support transport planning etc.</p> <p>Any report which has material errors will be deemed not to have been received until a correct version is available.</p>
Hours measured	24 x 7
KPI	100% within agreed timeframe (timeframe to be agreed for categories of information)
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	End of each KPI Reporting Period
Calculation	$100 \times (\text{Total number of information requests responded to within the required timeframe during the KPI Reporting Period} / \text{total number of information requests during the KPI Reporting Period})$
Period of calculation	Monthly
Measurement unit	Requests for information
Data source	<p>Prior to Automation of data sources(s): Record of requests</p> <p>Post Automation of data sources(s): Record of requests</p>
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly

## 9.8 Data Maintenance

<b>KPI</b>	<b>Table 20</b>
<b>Name</b>	<b>Data Maintenance</b>
Description	This KPI aims to ensure critical information is accurate and available to customers and TfNSW within the agreed timeframe. The Data Maintenance KPI measures the currency and accuracy of timetable, routes, mapping, bus stops, schedule, etc information. Information must be accurate and current.
Hours measured	24 x 7
KPI	Zero errors in information on the Operator website and OSD for all Contract Bus Services operated
Class	Class 1
<b>Measurement methodology</b>	
Measurement starting point	As at the last day of the KPI Reporting Period
Calculation	Zero errors in route, mapping, bus stop, schedule and timetable information provided on the Operator website and OSD
Period of calculation	Monthly
Measurement unit	Contract Bus Services
Data source	Website, OSD
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Monthly

## 9.9 Patronage Growth

KPI	Table 21
Name	Passenger Growth
Description	<p>This KPI measures change in patronage and is an indicator of good service which attracts additional patronage. It is acknowledged that other factors influence patronage.</p> <p>In this KPI 22:  <b>Passenger Kilometres</b> is measured as the total number of kilometres travelled by all passengers in the Contract Bus Services</p>
Hours measured	24 x 7
KPI	<p>Pre Automation: Growth in Patronage</p> <p>Post Automation: Growth in Patronage; and Growth in Passenger Kilometres</p>
Class	Class 3
<b>Measurement methodology</b>	
Measurement starting point	After the delivery of the electronic ticketing system, in accordance with the ETS Agreement
Calculation	<p>Growth in Patronage: Graphical report of monthly patronage for each contract year</p> <p>Growth in Passenger Kilometres: Graphical report of monthly passenger kilometres for each contract year</p>
Period of calculation	Yearly
Measurement unit	Patronage Rate and Passenger Kilometres
Data source	<p>Prior to automation of data sources(s): Patronage will be sourced from paid customers as recorded in the ticketing system</p> <p>Post Automation of data sources(s): Following the implementation of ticket reading machines, patronage will be sourced from:</p> <ul style="list-style-type: none"> <li>• Dips for ticketing systems which do not record exit; and</li> <li>• End-to-end journeys for ticketing systems which record entry and exit</li> </ul>
Measurement responsibility	Operator, with selected audit by TfNSW
Reporting frequency	Yearly

## 9.10 Implementation of Projects

KPI	Table 22
Name	Project On Time Delivery
Description	<p>Measures the % of projects that are delivered On Time. Of particular interest to TfNSW is the implementation of Government initiatives.</p> <p>In this KPI 23:  <b>On Time</b> means a project is delivered to within 5% of the original agreed schedule as varied by any approved change requests.</p>
Hours measured	N/A
KPI	100%
Class	Class 2
<b>Measurement methodology</b>	
Measurement starting point	First day of each Calendar Month
Calculation	$100 \times \text{Number of projects delivered On Time} / \text{Total number of projects delivered}$
Period of calculation	Calendar Month
Measurement unit	Percentage
Data source	Project reports, plans and records
Measurement responsibility	Operator
Reporting frequency	Monthly



9.11 CCTV and Duress Alarm

KPI		Table 23
Name		CCTV and Duress Alarm Reliability
Description	Measures the reliability of the Closed Circuit Television (CCTV) and duress alarm system. For avoidance of doubt: <ul style="list-style-type: none"> <li>CCTV data reliability measures the retrieval of quality images from designed coverage areas.</li> <li>Failure to identify people in CCTV images due to improper maintenance, including cleaning, is deemed to be a failure to retrieve images</li> <li>Duress alarm reliability does not include known communication black spots</li> </ul>	
Hours measured	N/A	
KPI	(i) 100% of CCTV images successfully retrieved (ii) 100% of duress alarms responded to within 30 seconds	
Class	Class 1	
Measurement methodology		
Measurement starting point	First day of each Calendar Month, after the commencement of an order under the <i>PT Regulation regarding the requirements for approved security camera systems and duress alarm systems for Buses</i> (other than the <i>Passenger Transport (Bus Security Camera Systems) Order 2006 (No 1)</i> )	
Calculation	CCTV: $100 \times \text{Number of Incidents for which CCTV images were successfully retrieved} / \text{Total number of Incidents requiring retrieval of CCTV images}$  Duress Alarm: $100 \times \text{Number of Incidents for which duress alarms were responded to within 30 seconds} / \text{Total number of Incidents for which the duress alarm was activated}$	
Period of calculation	Calendar Month	
Measurement unit	Percentage	
Data source	Requests for images Records of duress alarm calls	
Measurement responsibility	Operator	
Reporting frequency	Monthly	

## Incident Classification

## Attachment 1

DEFINITION	MAJOR INCIDENT	SIGNIFICANT INCIDENT	MINOR INCIDENT
Impact on Contract Bus Service Performance	Contract Bus Service unavailable or seriously delayed for affected customers	Service seriously delayed for affected customers. A recurring Minor Incident	Contract Bus Service is delayed causing minor disruption or inconvenience for affected users
Extent of Impact	Potentially impacts 350 or more customers. Any serious injury	Potentially impacts more than 50 but less than 350	Impacts less than 50 customers
Impact on productivity and reputation	Potential for adverse impact on TfNSW and Operator's reputation through negative press coverage and many unsatisfied customers.	May result in customer inconvenience and increase in unsatisfied customers. Likely to raise serious public concern.	May result in some customer inconvenience and unsatisfied customers
The Operator must work to resolve the Incident	Continuously	Continuously until the Incident is resolved	Within Business Hours until the Incident is resolved
Examples			
Interim Status Update Timeframe	Every 15 mins	15 mins then every 30 minutes	On request
If Incident is not resolved within the required timeframe	Escalate according to agreed processes	Escalate according to agreed processes	Escalate according to agreed processes
If Incident is not resolved within two times the required timeframe	Escalate according to agreed processes	Reclassify Incident as Major Incident	Escalate according to agreed processes