

Schedule 5 - Governance & Reporting

1. Definitions and Interpretation

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;
- (c) a reference to a paragraph is a reference to a paragraph in this Schedule; and
- (d) unless the context otherwise requires:
 - (i) a reference to a document (other than a plan or report) that is not defined is a reference to the document with the same name as provided by TfNSW to the Operator and as updated from time to time; and
 - (ii) a reference to a plan or report that is not defined is a reference to a plan or report of the same name as is required to be developed by the Operator under this Contract.

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

Abatement has the meaning given to in Schedule 4 (Key Performance Indicators).

Ad Hoc Reports or **AHR** means the report described in paragraph 9 of this Schedule.

Annual Financial Report or **AFR** means the report described in paragraph 8.10 of this Schedule.

Bi-Monthly Service Planning Forum means the bi-monthly forum which will focus on service planning matters described in paragraph 2.1(d) of this Schedule.

Bi-Monthly Service Planning Report or **SPR** means the report described in paragraph 6.6 of this Schedule.

Daily Operational Report or **DOR** means the report described in paragraph 5 of this Schedule.

Excused Performance Incident has the meaning given to it in Schedule 4 (Key Performance Indicators).

Half Financial Year means the first 6 months, and the second 6 months, in each Financial Year.

Half Yearly Financial Report or **HFR** means the report described in paragraph 8.9 of this Schedule.

KPI Report means the reporting required to be provided under Schedule 4 (Key Performance Indicators) of the Contract.

Monthly Commercial Forum means the monthly forum which will focus on commercial matters, described in paragraph 2.1(b).

Monthly Commercial Report or **MCR** means the report described in paragraph 6.3 of this Schedule.

Monthly Operational Report or **MOR** means the report described in paragraph 5 of this Schedule.

Monthly Performance Report or **MPR** means the report described in paragraph 6.1 of this Schedule.

Monthly Service Delivery Forum means the monthly forum which will focus on the delivery of the services, described in paragraph 2.1(c).

Operating Plans means the plans described in paragraph 7.

Performance Improvement Initiative has the meaning given to it in Schedule 4 (Key Performance Indicators).

Performance Payments has the meaning given to it in Schedule 4 (Key Performance Indicators).

PTIPS means the Public Transport Information and Priority System and includes service tracking and priority equipment installed on Contract Buses, which for the avoidance of doubt forms part of the TfNSW Systems and Equipment.

Quarterly Brand and Marketing Forum means a quarterly meeting for all Operators that will focus on Brand and Marketing matters described in paragraph 2.1(e).

Quarterly Executive Forum means the quarterly forum which will focus on the ongoing relationship between TfNSW and the Operator, described in paragraph 2.1(a).

Quarterly Executive Report or **QER** means the report described in paragraph 6.4.

Relevant Authority has the meaning given to it in paragraph 7.3(e).

TODIS means an XML-based data interchange format that has been tailored to the needs of NSW transport agencies for the purpose of exchanging information about routes, timetables and related data items.

Withholding Amount has the meaning given to it in Schedule 4 (Key Performance Indicators).

1.2 General Requirements

The Operator must:

- (a) provide effective governance for its own team to ensure the Services are delivered in accordance with the Contract;
- (b) ensure that the governance model used is aligned with and, where appropriate, integrated with the TfNSW business model;
- (c) take sole responsibility and accountability for the performance of its own subcontractors. Such subcontractors are not required to attend the TfNSW governance forums described in this Schedule; and
- (d) raise issues relating to the delivery of the Services at the Monthly Service Delivery Forums.

2. Governance Regime

2.1 Operational Forums and Reviews

There are a number of forums and reviews the Parties will utilise to manage the relationship and measure the Operator's compliance with the Contract (including its objectives). The Operator must attend all the forums and reviews in this paragraph 2 in accordance with the specified requirements. The Operator must also attend ad-hoc meetings with TfNSW as required, such as specific root cause analysis reviews under Performance Improvement Initiatives, project status meetings, operational meetings and informal discussions.

The Operator must also attend any multi operator forums on safety, security or any other topic that TfNSW requires.

These requirements start from the Services Commencement Date

(a) Quarterly Executive Forum

The Quarterly Executive Forum will focus on the ongoing relationship between TfNSW and the Operator, the alignment of the Operator and the Contract to TfNSW's business strategies and objectives, performance management, the management of escalated issues and continuing alignment to the governance requirements.

The Quarterly Executive Forum will be held within a month of the end of the relevant Quarter and the attendees will be:

TfNSW Attendees	Operator Attendees
Executive Management	Managing Director or Chief Executive Officer or General Manager
Director, Outer Metropolitan & Community Transport (Chairperson)	Senior Manager or equivalent
Commercial Manager, Outer Metropolitan	

The attendees at the Quarterly Executive Forum will address the following:

- (i) share achievements, completed activities and projects for the quarter;
- (ii) report on performance against the Security Plan (as defined in Schedule 1A);
- (iii) communicate TfNSW's strategic direction where appropriate;
- (iv) strategic zero emission bus implementation progress
- (v) innovation proposals (6 monthly) to include;
 - (A) identify opportunities for service delivery improvement;
 - (B) discuss any improvement initiatives and new technologies identified by the Operator;
- (vi) annual Operating Plan reports;
- (vii) quarterly Operating Plan reports;
- (viii) updates on any Reports;
- (ix) feedback from community and stakeholder groups on whether the Services are meeting expectations;
- (x) feedback on the state of working relationships with key stakeholders in the Contract area and broader Outer Metropolitan Region,
- (xi) review the effectiveness of the relationship between the Operator and TfNSW and related concerns and issues; and
- (xii) develop objectives for the following Quarter;

Reports addressing the above items must be delivered by the Operator to TfNSW in accordance with this Schedule.

The Operator represents that its senior executives are committed to making the relationship with TfNSW a success.

(b) Monthly Commercial Forum

The Monthly Commercial Forums will focus on all commercial matters under the Contract. This includes Payments, Abatements, Performance Payments, Withholding Amounts, set offs, deductions, disputes and contract negotiations.

The Monthly Commercial Forum will take place by the end of the fourth week of each month and be attended by:

TfNSW Attendees	Operator Attendees
Director, Outer Metropolitan & Community Transport (as required)	Senior Manager
Senior Finance Manager, Service Contracts & Finance	Chief Financial Officer
Commercial Manager, Outer Metropolitan	Contract Manager or equivalent
Senior Contract Officer	

The attendees at the Monthly Commercial Forum will address the following, as required:

- (i) organisational issues and changes including changes to any of the Operator's key personnel;
- (ii) review financial summary and trending;
- (iii) address any Payment issues, including invoicing, rate validation and billing disputes, and results of benchmarking;
- (iv) assist with budget planning activities;
- (v) table and discuss proposed amendments to the Contract;
- (vi) Service Variations and BSARs;
- (vii) Fleet management;
- (viii) raise and attempt to resolve any contractual disputes, prior to issuing a Dispute Notice under the Contract. This includes:
 - (A) review of any Service delivery issues and its significance for TfNSW;
 - (B) review of any Contract issues raised by TfNSW; and
 - (C) tabling KPI Defaults and associated Abatements or Withholding Amounts;
- (ix) raise and attempt to resolve disputes between the Operator and another operator that cannot be resolved between the Operator and the other operator or through the Monthly Service Delivery Forum;
- (x) review and manage audit activities and outcomes;
- (xi) provide declarations of any fraud and corruption; and
- (xii) other declarations as they occur.

Reports addressing the above items must be delivered by the Operator to TfNSW in accordance with this Schedule.

(c) Monthly Service Delivery Forum

The Monthly Services Delivery Forums will focus on the ongoing delivery of the services required under the Contract, including service management activities, KPI performance and reporting and customer satisfaction surveys and assessments.

The Monthly Services Delivery Forum will take place by the end of the fourth week of each month and be attended by:

TfNSW Attendees	Operator Attendees
Director, Outer Metropolitan & Community Transport (as required)	Managing Director / Chief Executive Officer / General Manager (as required)
Commercial Manager, Outer Metropolitan (Chairperson)	Senior Manager
Senior Contract Officer	Contract Manager or equivalent
	Operations Manager

The attendees at the Monthly Services Delivery Forum will address the following, as required:

- (i) Operator's performance in the delivery of the Services;
- (ii) Service improvement opportunities and service change plans being considered;
- (iii) Operating Plan reports;
- (iv) feedback from community and stakeholder groups on whether the Services are meeting expectations;
- (v) patronage trends;
- (vi) Operator's performance against the Key Performance Indicators, in particular:
 - (A) monthly reporting, including emerging trends;
 - (B) new and outstanding root cause analyses and appropriate preventative action;
 - (C) management of any Incidents;
 - (D) review of Excused Performance Incidents; and
 - (E) post Incident reports
- (vii) Performance Improvement Initiatives under Schedule 4 (KPIs) or otherwise;
- (viii) Cure Plans as required under Schedule 4 (KPIs) or otherwise under the Contract;
- (ix) zero emission bus implementation progress (where applicable);
- (x) customer satisfaction surveys;
- (xi) Operator's handling and management of any customer complaints or feedback;
- (xii) any current/potential workforce/industrial relations issues with the potential/capacity to effect the overall performance of the Contract/service delivery;
- (xiii) identify and approve any improvements to operational processes;
- (xiv) any breaches by the Operator, corrective actions to resolve such breaches and progress of corrective actions;
- (xv) interactions between the Operator and other operators (if appropriate) and ways to improve those interactions;
- (xvi) disputes between the Operator and another operator that cannot be resolved by the Operator;
- (xvii) Service Variations or other changes to Services;

- (xviii) any exceptions to the Maintenance Works Program that are impacting Services or any Asset Management Failures;
- (xix) lifecycle management of assets by the Operator, and tracking against the Maintenance Works Program;
- (xx) implementation and management of new spares, special tools and equipment by TfNSW and the Operator;
- (xxi) implementation of the Service Plan; and
- (xxii) any other issues relating to the performance of the Services;
- (xxiii) analysis of capacity utilisation by Route, including identification of Routes which are overcrowded and Routes which have excess capacity;
- (xxiv) summary of top 10 worst performing routes, school routes and tracked trips; and
- (xxv) Service improvement opportunities and service change plans being considered.

Reports addressing the above items must be delivered by the Operator to TfNSW in accordance with this Schedule

(d) Bi-Monthly Service Planning Forum

The Bi-Monthly Service Planning Forums will focus on all planning matters under the Contract. This includes service development, short and medium term plans and efficiency programs.

The Bi-Monthly Service Planning Forums will take place by the end of the fourth week of every second month and be attended by:

TfNSW Attendees	Operator Attendees
Service Planning (Bus and Ferry) representative/s (Chairperson)	Senior Executive Manager
Service Planner	Senior Planning Manager
Commercial Manager, Outer Metropolitan	Service Planner

The attendees at the Bi-Monthly Service Planning Forum will address the following, as required:

- (i) any feedback on previously completed service planning initiatives;
- (ii) progress on current service planning initiatives;
- (iii) community engagement in relation to service planning initiatives;
- (iv) communicate TfNSW's strategic direction where appropriate;
- (v) opportunities for optimisation;
- (vi) next phase of service planning initiatives;
- (vii) adherence to growth profile; and
- (viii) Dedicated School Service planning.

Reports addressing the above items must be delivered by the Operator to TfNSW in accordance with this Schedule.

(e) Quarterly Brand and Marketing Forum

The Quarterly Brand and Marketing Forum will focus on all brand and marketing matters under the Contract. This includes policies, guidelines, current and future brand and marketing initiatives.

The Quarterly Brand and Marketing Forum will take place in March, June, September and December every Quarter and be attended by TfNSW and all Operators:

TfNSW Attendees	Operator Attendees
Public Transport Marketing representative/s (Chairperson)	Relevant Senior Marketing Manager
Commercial Manager, Outer Metropolitan	Senior Communications Manager
	Relevant media team members

The attendees at the Quarterly Brand and Marketing Forum will address the following, as required:

- (i) public transport segmentation;
- (ii) safety messaging and creative;
- (iii) opal messaging and creative;
- (iv) contactless messaging and creative;
- (v) fare compliance and creative;
- (vi) customer value proposition;
- (vii) update – TfNSW major projects & initiatives;
- (viii) on-mode and digital assets;
- (ix) brand updates;
- (x) major events;
- (xi) accessibility and compliance;
- (xii) best-practice methodology;
- (xiii) opportunities across all operators for combined programs; and
- (xiv) other items as required.

(f) Conduct of meetings

All meetings held under paragraph 2.1 must be conducted in accordance with the following:

- (i) TfNSW will be responsible for publishing the agenda and scheduling the meeting;
- (ii) TfNSW will record the minutes and action items from each meeting and distribute with the agenda for the next meeting;
- (iii) action items not resolved within the agreed timeframe will be escalated as follows:
 - (A) from the Quarterly Brand and Marketing Forum to the Service Delivery Forum;
 - (B) from the Bi-Monthly Service Planning Forum to Service Delivery Forum;

- (C) from the Monthly Service Delivery Forum to the Monthly Commercial Forum, or straight to the Quarterly Executive Forum if considered necessary by TfNSW; and
- (D) from the Monthly Commercial Forum to the Quarterly Executive Forum; and
- (iv) each Party will bear its own costs for attending meetings.

3. Reporting Principles

- (a) In accordance with Clauses 31 (Contract Management) and 33 (Reporting), the Operator must provide all reports and data to TfNSW (or any person authorised by TfNSW):
 - (i) in accordance with the timeframes specified in this this Schedule (or other times as may be required by TfNSW from time to time); and
 - (ii) in any one or more of the following formats (or any other format set out in this Schedule or requested by TfNSW from time to time):
 - (A) hard copy (printed) report, printed in colour where applicable;
 - (B) electronic copy report; or
 - (C) electronic transfer in a format reasonably required by TfNSW, including but not limited to:
 - (I) TODIS; and
 - (II) reports submitted electronically via a reporting interface and/or web-portal for Forum Reporting, Operating Plans, periodic reporting.
- (b) In accordance with Clause 31.2 (Audit), the Operator acknowledges and agrees that TfNSW, or a person authorised by TfNSW, may conduct audits on the contents of reports and data provided by the Operator and the Operator must comply with any recommendations for corrective actions TfNSW may reasonably require as a result of those audits. Such audit reports will be considered in the relevant governance forums as set out in this Schedule of the Contract. The Operator must make available to TfNSW on request all reports and underlying data in the format as required by TfNSW.

4. Overview of Reporting Requirements

The Operator must provide the following reports, plans and data to TfNSW (or any person authorised by TfNSW) in accordance with this Schedule (and any Annexures to this Schedule) at the following times:

Report/plan/data	Timeframe
Daily Operational Reports	By 06:00 the following day.
Monthly Operational Reports	Within 10 Business Days of the start of each Calendar Month of the Service Term.
Monthly Performance Report	Within 10 Business Days of the start of each Calendar Month of the Service Term.
Monthly Customer Punctuality Reporting	TfNSW generated within 10 Business Days of the start of each Calendar Month of the Service Term. (*see further below)
Monthly Performance Report (On Demand Services)	Within 10 Business Days of the start of each Calendar Month of the Service Term.
Monthly Commercial Report	Within 10 Business Days of the start of each Calendar Month of the Service Term.
Quarterly Executive Report	Within 10 Business Days of the start of each Contract Quarter of the Service Term.
KPI Reports	Within 10 Business Days of the start of each Calendar Month of the Service Term.
Bi-Monthly Service Planning Report	No later than 10 Business Days prior to the date of the Service Planning Forum
Tax Invoice Report	Within 5 Business Days after the last day of each Calendar Month of the Service Term.
Half Yearly Financial Report	No later than seven (7) weeks after the end of each Half Financial Year during the Service Term.
Unaudited Annual Financial Report	No later than two (2) months after the end of each Financial Year during the Service Term.
Annual Financial Report	No later than four months after the end of each Financial Year during the Service Term.
Maintenance Works Program Plan	Within 20 Business Days after each anniversary of the Service Commencement Date
Quarterly Aboriginal Participation Plan Report	Within 10 Business Days of the start of each Contract Quarter of the Service Term.
Quarterly Small and Medium Enterprise and Regional Procurement Plan Report	Within 10 Business Days of the start of each Contract Quarter of the Service Term.
Quarterly Disability Engagement Plan Report	Within 10 Business Days of the start of each Contract Quarter of the Service Term.
Quarterly Environmental Plan Report	Within 10 Business Days of the start of each Contract Quarter of the Service Term.

Quarterly Sustainability Plan Report	Within 10 Business Days of the start of each Contract Quarter of the Service Term.
Quarterly Diversity Inclusion Plan Report	Within 10 Business Days of the start of each Contract Quarter of the Service Term.
Quarterly Asset and Service Plan Report	Within 10 Business Days of the start of each Contract Quarter of the Service Term.
Quarterly Customer Experience Plan Report	Within 10 Business Days of the start of each Contract Quarter of the Service Term.
Annual School Service Report	By 31 October each year.
Annual Customer Experience Plan Report	No later than two months after the end of each Financial Year during the Service Term.
Operator Communications and Marketing Plan	40 Business Days prior to the commencement of each Contract Year.
Operator Stakeholder Engagement Plan	40 Business Days prior to the commencement of each Contract Year.
Accessible Transport Action Plan	40 Business Days prior to the commencement of each Contract Year.
Environmental Plan	40 Business Days prior to the commencement of each Contract Year.
Customer Experience Plan	40 Business Days prior to the commencement of each Contract Year.
Small and Medium Enterprise and Regional Procurement Plan	40 Business Days prior to the commencement of each Contract Year.
Security Plan	40 Business Days prior to the commencement of each Contract Year. But must be continuously updated throughout the Service Term as required.
Aboriginal Participation Plan	40 Business Days prior to the commencement of each Contract Year.
Disability Engagement Plan	40 Business Days prior to the commencement of each Contract Year.
Sustainability Plan	40 Business Days prior to the commencement of each Contract Year.
Compliance with Modern Slavery obligations and Modern Slavery Statement (where applicable)	40 Business Days prior to the commencement of each Contract Year.
Diversity Inclusion Plan	40 Business Days prior to the commencement of each Contract Year.
Industrial Relations Plan	40 Business Days prior to the commencement of each Contract Year.
Market Process (Employees) Report	Within 10 Business Days of the start of each Contract Year of the Service Term.

	At such times as requested by TfNSW from time to time during the Service Term.
Year to Date Market Process (Employees) Report	At such times as requested by TfNSW from time to time during the Service Term.
Ad-Hoc Reports	At such times as requested by TfNSW from time to time during the Service Term.

The Operator must provide TfNSW with access to all ticketing, OSD, PTIPS and SSTS data held or processed by the Operator at such times as requested by TfNSW. For clarity, all such data is Data and is owned by TfNSW.

*Customer Punctuality Reporting

To support Transport for NSW's customer centric approach, a new suite of customer centric metrics and insights have been developed which enable to focus on the end to end customer journey.

The lead metric is Customer Punctuality which measures the % of customers who arrive within 5 or less minutes of their expected end to end journey arrival time. Using Customer Punctuality and associated metrics opens opportunities for management and planning across the whole public transport journey.

Customer Punctuality (or other customer centric measures) will not replace KPIs, rather they sit alongside KPIs to provide better understanding of the customer experience.

It is intended that this will be a monthly high level metric that shows that average customer punctuality on a whole network basis as well as the number of days that the Customer Punctuality metric fell under a certain level (this benchmark is to be determined).

The metric is multi-modal and individual modes and operators Customer Punctuality figures will not be released publicly. TfNSW is currently considering public release of Customer Punctuality metrics from September 2022.

This metric is to apply to Route Services, Dedicated School Services and Headway Services

The following table details the approach to Customer Punctuality reporting:

Customer Punctuality Report

Item	Description
Purpose	This measure aims to determine how many customers arrive within 5 or less minutes of the expected end to end bus journey trip arrival time.
Frequency	Monthly – Generated by TfNSW.
Hours Measured	All Hours of Operation.
Trip Types	Routes Services, Dedicated School Services, Headway Services.
Calculation	(Number of Customer Trips on Route Services and Dedicated School Services that arrive at the Customer end stop within 5 or less minutes of the expected arrival time / Total number of Customer Trips on Route Services and Dedicated School Services and Headway Services) x 100%.
Target	TBA
Generated By	TfNSW, for joint discussion and analysis with the Operator at regular performance reviews. Individual Operators reports will not be made publicly available.

Review	The Customer Punctuality performance will be reviewed jointly by TfNSW and the Operator. TfNSW may, without requiring a Contract Variation, elect to introduce a KPI reflecting this measure utilising the Flexible KPI (for that Contract Year).
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5. Reporting requirement – Daily/Monthly Operational Reporting

The Operator acknowledges and agrees that the Daily/Monthly Operational Report must satisfy the following requirements:

Daily/Monthly Operational Report	Description
MOR 1: Service kilometres travelled versus scheduled	<p>MOR 1 reflects the actual Service kilometres travelled by Contract Buses in the performance of the Bus Services for the Calendar Month compared to scheduled services including:</p> <ul style="list-style-type: none"> ▪ Service by Route: <ul style="list-style-type: none"> - route number; - route description; - route type; - number of published Timetabled Trips; - number of Incomplete Trips; - number of Cancelled Trips; - trips that are Early (Start/Mid/End); - trips that are Late (Start/Mid/End); - trips that are Late as a result of late train/ferry arrival at station/wharf; - number of published Accessible Trips; - number of Accessible trips Incomplete or Cancelled; - total scheduled In Service Km's; - total Cancelled Km's; - total Incomplete Km's; - total scheduled In Service Hours; - total Cancelled Hours; and - total Incomplete hours. ▪ Summary: <ul style="list-style-type: none"> - Total Scheduled Hours; - Cancelled Hours; - Incomplete Hours; - Total Delivered Hours; - Total Scheduled Hours; - Cancelled kms;

Daily/Monthly Operational Report	Description
	<ul style="list-style-type: none"> - Incomplete kms; - Total Delivered Kms; and - Dead Running Kms.
MOR 2: Incomplete or Cancelled Trips	MOR 2 reflects the actual kilometres travelled for the Calendar Month: <ul style="list-style-type: none"> ▪ Service by Route: <ul style="list-style-type: none"> - route number; - route description; - route type; - scheduled time; - scheduled date; - Incomplete Trip or Cancelled Trip; - Non-Operational Kilometres; - Non Operational Hours; - Vehicle identification (BUS ID); and - details of reason for Incomplete Trip or Cancelled Trip.
MOR 3: Customer feedback	MOR 3 records the total number of different types of customer feedback received by the Operator or on the Operator's behalf. MOR 3 must include details of customer feedback received from the following sources: <ul style="list-style-type: none"> ▪ mail; ▪ telephone; ▪ email; ▪ DCIS (Transport Infoline); ▪ the Operator's website; ▪ matters referred to the Operator by TfNSW; and ▪ any new TfNSW Systems and Equipment that may be introduced in accordance with Clause 16 (Systems and Equipment).
MOR 4: Contract Bus movements	MOR 4 reflects Contract Bus movements that occurred in the preceding Calendar Month.

Daily/Monthly Operational Report	Description		
	SUMMARY SHEET		
	MONTHLY REPORT		
	CHANGES TO CONTRACTED BUS FLEET		
		PERIOD COVERED	Jan-13
		REGION	
		OPERATORS NAME	
		REPORT SUBMITTED BY:	
	FORM NO	BUS FLEET CHANGE EVENT	TOTAL CHANGES IN THIS PERIOD
	NB1	NEW REPLACEMENT BUS and RETIRED BUS	
	NB2	NEW GROWTH BUS	
	NB3	REGISTRATION CHANGE	
	NB4	CHANGE OF BUS LOCATION	
	NB5	BUS RETIRED FROM SERVICE (NOT REPLACED)	
	NB 1 TO NB5	COMBINED TOTAL	0
Where there have been no changes to any of the above reports in the preceding Calendar Month the Operator must submit MOR 5 with a “nil” record.			
MOR 5	MOR 5 provides reports on all Contract Buses. This report provides an overview of all Contract Buses and must include: <ul style="list-style-type: none">Contract Number;Registration Number;Vehicle Identification Number (VIN);Bus Identifier;Contract Replacement Date;Livery;Last FSS review date;FSS activations due to thermal incident;FSS activations due to other reasons (including false activations);Damage in the month;Current service availability;Odometer reading;Fuel Type; andFuel Consumption.		
MOR 6: Safety performance indicators	MOR 6 provides a set of safety related performance indicators. The safety performance section of the Monthly Operations Report must include as a minimum: <ul style="list-style-type: none">proactive management, including:<ul style="list-style-type: none">A. Total number of leadership visits planned, total number of leaderships visits completed and percentage of planned leadership visits completed (the total number of planned visits completed as compared to the total number planned for the month);B. Total number of safety actions planned, total number of safety actions closed out (within timeframe) and percentage of safety actions closed out;		

	<p>C. Total number of safety audits planned, total number of safety audits completed and percentage of planned safety audits completed; and</p> <p>D. safety audits, including the type, outcomes and non-conformances, status (raised/closed) of issues, preventative actions;</p> <ul style="list-style-type: none"> ▪ operations and staff, including: <p>A. Total number of work related injuries and illness that were serious enough to result in lost time;</p> <p>B. Total number of work related injuries and illnesses reported (that is total number of all injuries/illnesses incurred in the month, not just those resulting in lost time);</p> <p>C. Total number of hours worked;</p> <p>D. lost time injury frequency rate (injury and illness) based on the following formula:</p> <p style="padding-left: 40px;">Lost time injury frequency rate = Number of lost time injuries/illnesses in the month/(Total hours worked in the month) x 1,000,000;</p> <p style="padding-left: 40px;">Noting: A lost time injury is as defined in the Australian Standard: Workplace Injury and Disease Recording Standard (Australian Standard 1885.1 - 1990);</p> <p style="padding-left: 40px;">Work related (compensable) injuries and illnesses are to be included;</p> E. Notifiable Incidents (safety and environmental) (e.g., OTSI, Safework NSW, EPA) and significant incidents noting: <ul style="list-style-type: none"> - what happened and impact - actions taken to prevent a recurrence where reasonably practicable <p style="padding-left: 40px;">Notifiable incidents are defined as per the Passenger Transport Act and guidance from OTSI.</p> <p style="padding-left: 40px;">Significant Incidents are defined as any Transport workplace/worksites or asset related incident, including those controlled by industry partners, impacting our workers, customers and/or community members, with any of the following critical consequences:</p> <ul style="list-style-type: none"> • a fatality or hospital admission due to injury (including suicide or self-harm); • failure of, or major damage to Transport infrastructure or other asset that could result in serious harm; or • high visibility to the public or has the potential for media interest; F. Number of bus driver human error incidents; G. Total number of vehicle kilometres across the bus fleet (kilometres related to TfNSW contract); H. bus driver human error incidents per vehicle operating kilometre; and I. number of drug and alcohol tests undertaken and the total number of negative and positive results; <ul style="list-style-type: none"> ▪ customer impact, including:
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	<ul style="list-style-type: none"> A. number of customer injuries that are serious enough to require transportation to hospital or result in a fatality; B. number of customer injuries from slips, trips and falls (subset of above); C. number of Customer Boardings (directly attributable to the contracted services); D. customer injuries that are serious enough to require transportation to hospital or result in a fatality per 100,000 boardings; E. customer injuries from slips, trips and falls per 100,000 boardings; F. number of fatalities (on and off board) (all fatalities); and G. number of fatalities (on and off board) related to self-harm (Subset of above); <ul style="list-style-type: none"> ▪ Incident and accident investigation, including: <ul style="list-style-type: none"> A. what happened, the lessons learnt, recommendations made; and B. update on progress to implement recommendations. <p>Accreditation and Authorisation</p> <p>The Accreditation and Authorisation section of the Monthly Operations Report must include as a minimum:</p> <ul style="list-style-type: none"> ▪ record of engagements with Safework NSW (including PIN notices) and TfNSW (including major defect notices from TfNSW as a delegate of NHVR); and ▪ ongoing actions for maintaining Accreditation and similar Authorisations relevant to conducting the Services.
MOR 7	<p>MOR 7 provides reports on critical asset management performance of the Assets.</p> <p>This report should identify any Asset Management Activities scheduled as part of the Asset and Services Plan or Maintenance Works Program for the relevant month which have not been undertaken during the month and any non-scheduled Asset Management Activities undertaken during the month. It should also identify any changes to the Asset Maintenance Standards made during the month.</p> <p>In addition, the report should include at a minimum the following items per Depot as both a detailed report and 13-month time series:</p> <ul style="list-style-type: none"> • Changeover rate /10,000km <ul style="list-style-type: none"> ○ by reason ○ by bus/vehicle type • Driver defects logged and status <ul style="list-style-type: none"> ○ by reason • Overdue services <ul style="list-style-type: none"> ○ Details of items ○ Details by bus/vehicle type • HVIS inspections completed and status by type • Other vehicle inspections completed and status by type • Depot Safety and Environmental Inspections • Monthly Maintenance Delivery {actual – v – Works Plan} • Recorded defects (No: opened and No: closed)
MOR 8	<p>MOR 8 Provides reports on all miscellaneous items including:</p> <ul style="list-style-type: none"> • Contract Number

	<ul style="list-style-type: none"> • Year / Month • Number of staff • Number of Drivers • Staff requiring Working with Children (WWC) check • Staff who have Working with Children (WWC) check • AM Peak Vehicle Requirement (PVR) • PM Peak Vehicle Requirement (PVR) • KMs of Non-Contract Bus Trips (Charters)
MOR 9	<p>MOR 9 provides reports on the success of the zero-emission bus fleet, if any, including;</p> <ul style="list-style-type: none"> • Contract number • Fleet Number • Type (Electric / Hydrogen / Others) • Date • Total KMs • Estimated daily range estimate • Energy Consumed • Energy Regenerated • Energy Consumption Rate (kWh/km) • State of Charge (%) at end of day • Time Driving • Time Driving Consuming • Time Driving Regeneration • Time Idling • Time charging • Net CO2 Reduction (kg) (Compared to a comparable Diesel Vehicle) • Net NOx Reduction (kg) (Compared to a comparable Diesel Vehicle) • Net Particles Reduction (kg) (Compared to a comparable Diesel Vehicle) • Maintenance Hours • Maintenance cost
DOR 10	<p>Note: This is a Daily Operational Report</p> <p>DOR10 reflects the customer performance metrics of the On Demand Services including:</p> <ul style="list-style-type: none"> • contract code • service zone • reporting period • booking id • booking accept • booking confirm time • trip id • vehicle id • passenger id • passenger fare type standard • passenger fare type concession • booking type • booking time • payment type • accessibility requirements • successful pick up • pick up failure category • pick up failure reason • scheduled pick up datetime • actual pick up datetime

	<ul style="list-style-type: none"> • pick up location id • pick up latitude • pick up longitude • scheduled drop off datetime • actual drop off datetime • drop off location id • drop off latitude • drop off longitude • distance travelled • positioning sector • walking distance • trip rating • Booking time type • Wait time
DOR 11	<p>Note: This is a Daily Operational Report</p> <p>DOR 11 reflects the vehicle performance metrics of the On Demand Services including:</p> <ul style="list-style-type: none"> • contract number • reporting period • day type • vehicle id • vehicle kilometres travelled • vehicle service kilometres • scheduled vehicle service hour • vehicle service hour

6. Forum Reporting

6.1 Reporting Requirement - Monthly Performance Report

The Operator acknowledges and agrees the Monthly Performance Report must satisfy the following requirements:

Forum	Report Items
Monthly Service Delivery Forum	<p>The following to be provided by exception as required and agreed for each month's meeting agenda:</p> <ul style="list-style-type: none"> ▪ new and outstanding root cause analyses identifying appropriate preventative action; ▪ post Incident review reports; ▪ new and existing escalations and plans to resolve; ▪ recommended improvements to operational processes; ▪ progress against improvement plans; ▪ customer feedback report; ▪ Incomplete Trips or Cancelled Trips report; ▪ truncated Dedicated School Services; ▪ total number of Fare paying passengers travelling on the Services;

	<ul style="list-style-type: none"> ▪ actual patronage Boarding by Route and Ticket type; ▪ patronage and type of patronage per Route (cash/pre-paid/adult/concession/SSTS /Pensioner Excursion Travel/travel free of charge etc.); ▪ commentary/overview and analysis for On Demand Services, if any, for the month, include items such as: <ul style="list-style-type: none"> - Key stats; - Highlights from the month; - Any trends identified; and - Key outcomes achieved; ▪ status of actions to improve interactions with any and all third-party operators; ▪ any current/potential workforce/industrial relations issues, including those with the potential/capacity to effect the overall performance of the Contract/service delivery and those that are raised in tribunals.
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6.2 Reporting Requirement - Monthly Performance Report (On Demand Services), if any

The Operator acknowledges and agrees the Monthly Performance Report (On Demand Services) must satisfy the following requirements:

Forum	Report Items
Monthly Service Delivery Forum	<p>The following to be provided as required and agreed for each month's meeting agenda:</p> <ul style="list-style-type: none"> ▪ key metrics including but not limited to: <ul style="list-style-type: none"> - average daily ridership - % of trips that met demand - utilisation (pax/driving hour) - cost per ride - proposal not accepted rate - trip completion rate - average proposal time (min) - new vs repeat customers - average walking distance ▪ marketing activities conducted ▪ media coverage of the service ▪ identify new or emerging issues ▪ planned activities for next month/future month ▪ customer feedback analysis including: <ul style="list-style-type: none"> - number of feedback responses by rating and source - customer behaviour insights - verbatim customer feedback ▪ learnings and improvement opportunities for service based on service data.

6.3 Monthly Commercial Report

The Operator acknowledges and agrees the Monthly Commercial Report must satisfy the following requirements:

Forum	Report Items
Monthly Commercial Forum	<p>The following to be provided as required and agreed for each month's meeting agenda:</p> <ul style="list-style-type: none"> ▪ Operator organisational changes, including requests for changes to Key Personnel; ▪ any commercial changes to the Services environment; ▪ financial summary containing as a minimum a profit & loss statement and balance sheet); ▪ status of invoicing, payment issues, rate validation issues and billing disputes outstanding; ▪ any gifts, benefits and hospitality received from any person; ▪ any allegations of fraud and corrupt conduct; ▪ any Incidents which may generate public and/or media interest in the Operator; ▪ Average fleet age and fleet replacement program (incoming/outgoing fleet); ▪ Incoming Service Variations and delivered Service variations; ▪ BSAR proposals; and ▪ Bus Operator Accreditation Status.

6.4 Quarterly Executive Report

The Operator acknowledges and agrees the Quarterly Executive Report must satisfy the following requirements:

Forum	Report Description
Quarterly Executive Forum	<p>The following to be provided as required and agreed for each quarter's meeting agenda:</p> <ul style="list-style-type: none"> ▪ achievements, completed activities and projects; ▪ strategic zero emission bus implementation progress; ▪ overall performance against the results of customer satisfaction surveys in accordance with this Schedule, any Operator's mystery traveller program and trend analysis; ▪ innovation proposals (6 monthly) to identify: <ul style="list-style-type: none"> - opportunities for service delivery improvements; and - improvement initiatives involving new technologies; ▪ list of upcoming activities and projects; ▪ relationship effectiveness issues between the Operator and TfNSW; ▪ engagement processes issues; ▪ Operator organisational changes; ▪ Operator strategic changes; ▪ Service trends, including capacity report on the Service, covering peaks and floors, trends, utilisation and planning to assess the Sydney public transport network and its utilisation;

Forum	Report Description
	<ul style="list-style-type: none"> Contract Depot replacement plans (detailing the forecast for the following two 12-month Financial Year periods); refresh plans for Assets nearing end of useful life; any exceptions to the Maintenance Works Program that are impacting the Services; Quarterly financial report (balance sheet, cash flow and profit and loss statement) and trend analysis; any gifts, benefits and hospitality received from any person; any allegations of fraud and corrupt conduct; and any Incidents which may generate public and/or media interest in the Operator.

6.5 Quarterly Asset and Services Plan Report

The Operator acknowledges and agrees a Quarterly Asset and Service Plan Report is required to align with quarterly Asset Performance Reporting:

Forum	Report Description
Reviewed as part of relevant Monthly Commercial Forum	<p>The following to be entered online into TfNSW's specified database:</p> <ul style="list-style-type: none"> Routine Planned Maintenance Defect Management Asset Failures Fleet availability Total Recordable Injury Frequency Rate Audits and Assurance ASP Delivery/Risks

6.6 Bi-Monthly Service Planning Report

The Operator acknowledges and agrees the Bi-Monthly Service Planning Report must satisfy the following requirements:

Forum	Report Items
Bi-Monthly Service Planning Forum	<p>The following to be provided as required and agreed for each month's meeting agenda:</p> <ul style="list-style-type: none"> Service trends, including capacity report on the Service, covering peaks and floors, trends, utilisation and planning to assess the Sydney public transport network and its utilisation; feedback on previously completed service planning initiatives; progress on current service planning initiatives; community engagement in relation to service planning initiatives; opportunities for optimisation; next phase of service planning initiatives; implementation of Service Plan 2;

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- Adherence to growth profile;
 - Updated list of growth/optimisation committed to within the contract and actual growth/optimisation delivered to date;
 - List of upcoming growth/optimisation including how it meets the growth/optimisation committed to within the contract; and
 - List of actions associated with School Service Planning.
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7. Operating Plans

7.1 Operator Communications and Marketing Plan

- (a) No later than as outlined in paragraph 4 of this Schedule, the Operator must prepare and submit to TfNSW a draft of the Operator Communications and Marketing Plan covering the relevant forthcoming Contract Year which must:
- (i) identify the marketing context for the plan and identified marketing opportunities for the Contract Year;
 - (ii) state the marketing objectives for the Contract Year (for example, patronage growth, safe use of public transport in the Contract area or operational communication);
 - (iii) identify audience profile and insights including the Operator's approach to market segmentation and target audiences;
 - (iv) set out a planned calendar of marketing, promotional, public relations and other engagement activities, providing an overview of each activity, implementation timing and budget;
 - (v) detail the Operator's approach to creative content and the channels or resources to be used;
 - (vi) provide for the inclusion in marketing materials (where relevant) of information and references to TfNSW customer channels including the transportnsw.info website and apps and relevant services and products including the Opal Ticketing Equipment;
 - (vii) be consistent with TfNSW Policies, guidelines and programs advised to the Operator prior to the submission date; and
 - (viii) (except for the initial Operator Communications and Marketing Plan) detail compliance with and progress against items in the previous Operator Communications and Marketing Plan.
- (b) Within 20 Business Days after submission of a draft Operator Communications and Marketing Plan, TfNSW may provide comments on the draft Operator Communications and Marketing Plan.
- (c) Within 10 Business Days after receipt of TfNSW's comments (if any) under paragraph 7.1(b), the Operator must provide to TfNSW for its approval a revised version of the Operator Communications and Marketing Plan amended to incorporate any comments provided by TfNSW under paragraph 7.1(b).
- (d) TfNSW will approve the Operator Communications and Marketing Plan if it is consistent with TfNSW Policies, guidelines and programs advised to the Operator prior to the submission date and adequately incorporates any comments required by TfNSW under paragraph 7.1(b).

- (e) The Operator must only undertake marketing in accordance with the final Operator Communications and Marketing Plan approved by TfNSW under this paragraph 7.1.
- (f) The parties acknowledge and agree that the Operator Communications and Marketing Plan may be updated by the Operator during the Contract Year. The Operator must notify TfNSW of any updates and follow the process set out in this paragraph 7.1.
- (g) The Operator must notify TfNSW, and obtain TfNSW's approval (which approval may not be unreasonably withheld), prior to the Operator undertaking any additional marketing which is not included in the Operator Communications and Marketing Plan approved by TfNSW under this paragraph 7.1.

7.2 Operator Stakeholder Engagement Plan

- (a) The Operator must develop, implement, maintain and comply with its Operator Stakeholder Engagement Plan from the Planned Service Commencement Date and for the duration of the Service Term.
- (b) No later than as outlined in paragraph 4 of this Schedule, the Operator must prepare and submit to TfNSW a draft of the Operator Stakeholder Engagement Plan covering the relevant forthcoming Contract Year which must:
 - (i) identify the stakeholder engagement activities to be undertaken by the Operator including providing details of:
 - (A) relevant stakeholders to be engaged with during the Contract Year;
 - (B) focus areas for engagement;
 - (C) information to be provided to stakeholders;
 - (D) the proposed format of reporting on stakeholder responses and feedback to TfNSW;
 - (E) how the proposed engagement is aligned with TfNSW stakeholder engagement plans for the relevant Contract Year and any other TfNSW stakeholder engagement policies or direction issued in respect of the relevant Contract Year; and
 - (F) (except for the initial Operator Stakeholder Engagement Plan) detail compliance with and progress against items in the previous Operator Stakeholder Engagement Plan.
 - (ii) be in a form that is no less detailed than the initial Operator Stakeholder Engagement Plan; and
 - (iii) be consistent with TfNSW policies, guidelines and programs advised to the Operator prior to the submission date and updated from time to time.
- (c) Within 20 Business Days after submission of a draft Operator Stakeholder Engagement Plan under paragraph 7.2(a), TfNSW may provide comments on the draft Operator Stakeholder Engagement Plan.
- (d) Within 10 Business Days after receipt of TfNSW's comments (if any) under paragraph 7.2(c), the Operator must provide to TfNSW for its approval a revised version of the Operator Stakeholder Engagement Plan amended to incorporate any comments provided by TfNSW under paragraph 7.2(c).
- (e) The Operator must only undertake stakeholder engagement and community consultation in accordance with the final Operator Stakeholder Engagement Plan approved by TfNSW under this paragraph 7.2 (or in the first Contract Year, in accordance with the initial Operator Stakeholder Engagement Plan).

- (f) The parties acknowledge and agree that the Operator Stakeholder Engagement Plan may be updated by the Operator during the Contract Year. The Operator must notify TfNSW of any updates and follow the process set out in this paragraph 7.2.

7.3 Accessible Transport Action Plan

- (a) The Operator must develop, implement, maintain and comply with its Accessible Transport Action Plan from the Planned Service Commencement Date and for the duration of the Service Term.
- (b) The Operator must annually review the Accessible Transport Action Plan and make such amendments as may be required to ensure it complies with this paragraph 7.3 and meets the needs of passengers, ongoing compliance with Law and this Contract.
- (c) The Operator must prepare and submit to TfNSW a draft of the Accessible Transport Action Plan in accordance with paragraph 4 of this Schedule covering the relevant forthcoming Contract Year.
- (d) The Operator's Accessible Transport Action Plan must specify the steps the Operator will take to comply with:
- (i) the DDA Legislation;
 - (ii) the *Anti-Discrimination Act 1977* (NSW);
 - (iii) the *Disability Inclusion Act 2014* (NSW); and
 - (iv) the Guidelines for Disability Action Planning by NSW Governmental Agencies.
- (e) The Operator must consult and liaise with TfNSW, the Roads Authority, local government authorities or any other Governmental Agency with responsibilities relevant to the Transit Stops (**Relevant Authority**) and Connecting Passenger Operators to:
- (i) carry out the Operator's obligations relating to Transit Stops and Transit Stop Signage;
 - (ii) facilitate and enable compliance by the Relevant Authority with accessibility requirements at Transit Stops and Licensed Areas; and
 - (iii) coordinate the Operator's accessible transport services with the accessible services and infrastructure of Connecting Passenger Operators.
- (f) The Operator must publish its Accessible Transport Action Plan on its website and make it available to passengers, upon request, free of charge.
- (g) Except for the initial Accessible Transport Action Plan, the Operator must detail in each Accessible Transport Action Plan, its compliance with and progress against items in the previous Accessible Transport Action Plan.

7.4 Environmental Plan

- (a) The Operator must develop, implement, maintain and comply with its Environmental Plan from the Planned Service Commencement Date and for the duration of the Service Term.
- (b) The Operator must annually review the Environmental Plan and make such amendments as may be required to ensure ongoing compliance with Law and this Contract.
- (c) The Operator must prepare and submit to TfNSW a draft of the Environmental Plan in accordance with paragraph 4 of this Schedule covering the relevant forthcoming Contract Year which must:

- (i) be generally consistent with or address the environmental system requirements set out in ISO 14001 'Environmental Management System – Specification with guidance for use'; and
- (ii) have regard to the need to preserve the Environment and the need to mitigate any adverse effects on the Environment and must ensure all material and consumables used in the performance of the Services are environmentally friendly and kept and disposed of in an environmentally safe and lawful manner.
- (d) The Operator must publish its Environmental Plan on its website and make it available to passengers, upon request, free of charge.
- (e) The Operator must report on its compliance with its Environmental Plan to TfNSW quarterly in Quarterly Environmental Plan Reports in accordance with paragraph 8.6 of this Schedule.
- (f) If requested by TfNSW, the Operator must demonstrate that it has appropriate environmental management systems in place.

7.5 Customer Experience Plan

- (a) The Operator must develop, implement, maintain and comply with its Customer Experience Plan from the Planned Service Commencement Date.
- (b) The Operator must annually review the Customer Experience Plan and make such amendments as may be required to ensure ongoing compliance with Law and this Contract.
- (c) The Operator must prepare and submit to TfNSW a draft of the Customer Experience Plan in accordance with paragraph 4 of this Schedule covering the relevant forthcoming Contract Year which must:
 - (i) as a minimum, address and detail:
 - (A) the Operator's customer service model including Staff competencies, roles, deployment and responsibilities;
 - (B) customer communication and other interfaces throughout the journey during normal, degraded and planned service disruption operations;
 - (C) customer and Staff safety and security;
 - (D) Event Services support;
 - (E) ticketing, revenue protection and mitigation of fare evasion;
 - (F) operational integration with other public transport services;
 - (G) customer feedback and lost property management;
 - (H) customer service training and development of Staff; and
 - (I) measures and strategies to ensure customer engagement in maintaining high standards and the continuous improvement of service delivery; and
 - (ii) ensure equitable access for all customers.
- (d) The Operator must report on its compliance with its Customer Experience Plan to TfNSW quarterly in Quarterly Customer Experience Plan Reports in accordance with Paragraph 8.7 of this Schedule.
- (e) The Operator must publish its Customer Experience Plan on its website and make it available to passengers, upon request, free of charge.

7.6 Small and Medium Enterprise and Regional Procurement Plan

- (a) The Operator must develop, implement, maintain and comply with its Small and Medium Enterprise and Regional Procurement Plan from the Planned Service Commencement Date.
- (b) The Operator must annually review the Small and Medium Enterprise and Regional Procurement Plan and make such amendments as may be required to ensure ongoing compliance with Law and this Contract.
- (c) Each update of the Small and Medium Enterprise and Regional Procurement Plan must be provided to TfNSW in accordance with paragraph 4 of this Schedule.
- (d) The Operator must prepare and submit to TfNSW a draft of the Small and Medium Enterprise and Regional Procurement Policy Plan covering the relevant forthcoming Contract Year which must:
 - (i) demonstrate how it will increase spend with SMEs, overall and as a proportion of total government procurement expenditure in accordance with the NSW Government Small and Medium Enterprise and Regional Procurement Policy; and
 - (ii) include targets.
- (e) The Operator must report against contracted commitments on a quarterly basis in Quarterly Small and Medium Enterprise and Regional Procurement Plan Reports in accordance with paragraph 8.2 of this Schedule.

7.7 Aboriginal Participation Plan

- (a) The Operator must develop, implement, maintain and comply with its Aboriginal Participation Plan from the Planned Service Commencement Date.
- (b) The Operator must annually review the Aboriginal Participation Plan and make such amendments as may be required to ensure ongoing compliance with Law and this Contract.
- (c) Each update of the Aboriginal Participation Plan must be provided to TfNSW in accordance with paragraph 4 of this Schedule.
- (d) The Operator must prepare and submit to TfNSW a draft of the Aboriginal Participation Plan covering the relevant forthcoming Contract Year which must demonstrate how it will deliver:
 - (i) a minimum 1%(by \$ value) of all subcontracts in addressable categories awarded to Aboriginal owned businesses in year 1, rising to 2%(by \$ value) by year 2 and 3%(by \$ value) every year thereafter;
 - (ii) host or attend an annual supply chain awareness event for suppliers promoting engagement with Aboriginal businesses;
 - (iii) strategies to promote career progression for Aboriginal or Torres Strait Islander staff into senior roles.
- (e) The Operator must report against contracted commitments on a quarterly basis in accordance with paragraph 8.1 of this Schedule.

7.8 Disability Engagement Plan

- (a) The Operator must develop, implement, maintain and comply with its Disability Engagement Plan from the Planned Service Commencement Date.
- (b) The Operator must annually review the Disability Engagement Plan and make such amendments as may be required to ensure ongoing compliance with Law and this Contract.

- (c) Each update of the Disability Engagement Plan must be provided to TfNSW in accordance with paragraph 4 of this Schedule.
- (d) The Operator must prepare and submit to TfNSW a draft of the Disability Engagement Plan covering the relevant forthcoming Contract Year which must demonstrate how it will:
 - (i) seek to award contracts to Australian Disability Enterprises (ADE) which are not for profit organisations that employ people with disabilities, including targets over the Contract Year; and
 - (ii) create (or filling existing) jobs in corporate, administration, operations or maintenance for persons with a disability, including targets over the Contract Year.
- (e) The Operator must report against contracted commitments on a quarterly basis in Quarterly Disability Engagement Plan Reports in accordance with paragraph 8.3 of this Schedule.

7.9 Diversity Inclusion Plan

- (a) The Operator must develop, implement, maintain and comply with its Diversity Inclusion Plan from the Planned Service Commencement Date.
- (b) The Operator must annually review the Diversity Inclusion Plan and make such amendments as may be required to ensure ongoing compliance with Law and this Contract.
- (c) Each update of the Diversity Inclusion Plan must be provided to TfNSW in accordance with paragraph 4 of this Schedule.
- (d) The Operator must prepare and submit to TfNSW a draft of the Diversity Inclusion Plan covering the relevant forthcoming Contract Year which must demonstrate how it will:
 - (i) increase the percentage of women in the workforce;
 - (ii) provide greater opportunities for women in trades;
 - (iii) work towards gender equality in leadership roles;
 - (iv) increase opportunities to support LGBTIQ employees; and
 - (v) propose other Workforce Diversity and Inclusion activities.
- (e) The Operator must report against contracted commitments on a quarterly basis in Quarterly Diversity Inclusion Plan Reports in accordance with paragraph 8.4 of this Schedule.

7.10 Sustainability Plan

- (a) The Operator must develop, implement, maintain and comply with its Sustainability Plan from the Planned Service Commencement Date.
- (b) The Operator must annually review the Sustainability Plan and make such amendments as may be required to ensure ongoing compliance with Law and this Contract.
- (c) Each update of the Sustainability Plan must be provided to TfNSW in accordance with paragraph 4 of this Schedule.
- (d) The Operator must prepare and submit to TfNSW a draft of the Sustainability Plan in accordance with paragraph 4 of this Schedule covering the relevant forthcoming Contract Year which must:

- (i) be generally consistent with or address the principles set out in ISO 26000 Guidance on Social Responsibility, ISO 24000 Sustainable Procurement and the three pillars of sustainable development 'Economic', 'Social' and 'Environmental';
 - (ii) have regard to the need to preserve the Environment and the need to mitigate any adverse effects on the Environment and must ensure all material and consumables used in the performance of the Services are environmentally friendly and kept and disposed of in an environmentally safe and lawful manner; and
 - (iii) support the focus areas included in the Transport Sustainability Plan.
- (e) The Operator must report against contracted commitments on a quarterly basis in Quarterly Sustainability Plan Reports in accordance with paragraph 8.5 of this Schedule.

7.11 Industrial Relations Plan

- (a) The Operator must develop, implement, maintain and comply with its Industrial Relations Plan from the Planned Service Commencement Date.
- (b) The Operator must annually review the Industrial Relations Plan and make such amendments as may be required to ensure ongoing compliance with Law and this Contract.
- (c) The Operator must prepare and submit to TfNSW a draft of the Industrial Relations Plan in accordance with paragraph 4 of this Schedule covering the relevant forthcoming Contract Year which must be in a form that is no less detailed than the initial Industrial Relations Plan.

8. Periodic / Plan Reporting

8.1 Quarterly Aboriginal Participation Plan Report

- (a) The Operator must provide a report on its compliance with the then current Aboriginal Participation Plan to TfNSW in accordance with paragraph 4 of this Schedule that details:
 - (i) the Aboriginal businesses involved in delivering the Contract and the amount those businesses have received, including value in dollars and number of contracts; and
 - (ii) the FTE positions held by Aboriginal people, new positions created and the number of current Aboriginal apprentices.

8.2 Quarterly Small and Medium Enterprise and Regional Procurement Plan Report

- (a) The Operator must provide a report on its compliance with the then current Small and Medium Enterprise and Regional Procurement Plan to TfNSW in accordance with paragraph 4 of this Schedule that details:
 - (i) SME Participation:
 - (A) SME participation commitment –Estimated value of good/service/labour from SMEs (Note: SME can also include Aboriginal Businesses); and
 - (B) SME participation percentages –Estimated % of contract spend;
 - (ii) Local Participation:
 - (A) NSW jobs –Number of FTEs;
 - (B) NSW content -Value of goods service and labour including details;
 - (C) NSW capital expenditure; and
 - (D) NSW Industry Capability Development; and
 - (iii) How opportunities for SME are promoted throughout the Contract Term.
- (b) The Operator will be required to report on performance in meeting the Small Business Shorter Payment Terms Policy that requires large businesses who contract with NSW Government agencies for goods and services contracts valued at or above \$7.5 million to pay small business subcontractors within 20 business days.

8.3 Quarterly Disability Engagement Plan Report

- (a) The Operator must provide a report on its compliance with the then current Disability Engagement Plan to TfNSW in accordance with paragraph 4 of this Schedule that details:
 - (i) the Australian Disability Enterprises involved in delivering the Contract and the amount those businesses have received, including value in dollars and number of contracts; and
 - (ii) the FTE positions held by people with disabilities.

8.4 Quarterly Diversity Inclusion Plan Report

- (a) The Operator must provide a report on its compliance with the then current Diversity Inclusion Plan to TfNSW in accordance with paragraph 4 of this Schedule that details:
 - (i) the number and percentage of women in the workforce; and
 - (ii) a progress report on the:

- (A) provision of greater opportunities for women in trades;
- (B) progress of gender equality in leadership roles;
- (C) increased opportunities to support LGBTIQ+ employees; and
- (D) other Workforce Diversity and Inclusion activities proposed.

8.5 Quarterly Sustainability Plan Report

- (a) The Operator must provide a report on its compliance with the then current Sustainability Plan to TfNSW in accordance with paragraph 4 of this Schedule that details compliance with its Sustainability commitments in the Sustainability Plan.
- (b) The Operator must provide a report on its compliance with the requirements of the Modern Slavery Act including any updates on its Modern Slavery Statement (where applicable) and progress against initiatives to combat Modern Slavery.

8.6 Quarterly Environmental Plan Report

- (a) The Operator must provide a report on its compliance with the then current Environmental Plan to TfNSW in accordance with paragraph 4 of this Schedule that details compliance with its Environmental commitments in the Environmental Plan.

8.7 Quarterly Customer Experience Plan Report

- (a) The Operator must provide a report on its compliance with the then current Customer Experience Plan to TfNSW in accordance with paragraph 4 of this Schedule that details compliance with its Customer Experience commitments in the Customer Experience Plan.

8.8 Annual School Service Report

- (a) The Operator must provide a report on the provision of Route Services and Dedicated School Services to TfNSW in accordance with paragraph 4 of this Schedule that details:
 - (i) school name;
 - (ii) address;
 - (iii) Declared School Year;
 - (iv) start/finish bell times;
 - (v) variable bell times (e.g., Sports days);
 - (vi) current services supplied (Route and Dedicated School Services);
 - (vii) efficiency opportunities;
 - (viii) capacity constraints;
 - (ix) prospect patronage growth/decline; and
 - (x) proposed changes.

8.9 Half Yearly and Unaudited Annual Financial Reports

- (a) The Operator must provide a Half Yearly Financial Report and an Unaudited Annual Financial Report to TfNSW in accordance with paragraph 4 of this Schedule that contains:
 - (i) a half yearly Financial Report or an Unaudited Annual Financial Report; and
 - (ii) a detailed line item report in the format specified in Annexure 1 to this Schedule for the preceding six-month period

for each of the Operator and each Guarantor.

- (b) Documents specified in paragraph (a) above must be submitted to TfNSW in an electronic format.
- (c) For the purposes of this paragraph, each 'Financial Report' is a detailed report and analysis of the Operator's and each Guarantor's financial performance which must include the following information:
 - (i) balance sheet;
 - (ii) cash flow report;
 - (iii) profit and loss statement;
 - (iv) notes on substantial changes from the prior reporting period; and
 - (v) any other financial analysis required by TfNSW.

8.10 Annual Financial Report

- (a) The Operator must provide Annual Financial Reporting as follows to TfNSW in accordance with paragraph 4 of this Schedule that contains:
 - (i) an annual Financial Report which is independently audited; and
 - (ii) a detailed line item report in the format specified in Annexure 1 to this schedule for the preceding Financial Year,

for each of the Operator and each Guarantor. The first annual financial report is to cover the Financial Year;

 - i. ending 30 June 2023 for each Guarantor, and
 - ii. ending 30 June 2025 for the Operator, unless the Operator commences operations during the 2023/2024 Financial Year, in which case the first financial report will cover the Financial Year ending 30 June 2024
- (b) Audited Financial Statements - The Operator must also provide certified copies of its and each Guarantor's audited annual financial statements for each Financial Year together with all related directors' and auditor's reports to TfNSW as soon as is practicable, and by no later than 31 October each year.
- (c) Each of the documents specified in paragraphs (a) and (b) above must be submitted to TfNSW in electronic format.
- (d) For the purposes of this paragraph, each 'Financial Report' is a detailed report and analysis of the Operator's and each Guarantor's financial performance which must include the following information:
 - (i) balance sheet;
 - (ii) cash flow report;
 - (iii) profit and loss statement;
 - (iv) notes on substantial changes from the prior reporting period; and
 - (v) any other financial analysis required by TfNSW.

8.11 Maintenance Works Program Plan

- (a) The Operator must provide a report on its compliance with the then current Maintenance Works Program within 20 Business Days after each anniversary of the Service Commencement Date.
- (b) The Operator must provide an updated copy of the Operator plans in accordance with paragraph 4 and the Asset and Services Plan.

8.12 Market Process (Employees) Report

- (a) The Operator must provide a report on its Annual Market Process (Employees) Report to TfNSW in accordance with paragraph 4 of this Schedule and at such times as requested by TfNSW from time to time during the Term.
- (b) In accordance with Clause 49.3 (Handover Information and Market Process Information) of the Contract, the Operator must prepare, maintain and keep up to date the following information (Market Process Information) which may also be used and published in any market process, being any process in connection with the re-tendering or contracting of all or any part of the Services by TfNSW:
- (i) employee information at an aggregate and at an individual level, including date of joining, contract / award terms, grade, accrued entitlements and training record, set out in the following manner.

- (A) Aggregate employee information – Number of Staff by Staff category (full time equivalents)

Category	Two years ago	Last Year	Current year to date
Number of months	12	12	
Management			
Clerical			
Drivers			
Mechanics			
Body Shop			
Cleaners			
Operations			
Other			
Total			

- (B) Individual employee information – Accrued entitlements owing at contract Anniversary or at the time of the report preparation if not the annual report.

Category	Start date	Service (years and months)	Long service leave (days/hrs)	Annual leave (days/hrs)	Other accrued entitlements	Training records
Number of months						
Management						
Person 1						
Person 2						
Person etc						
Sub total						
Clerical						

Category	Start date	Service (years and months)	Long service leave (days/hrs)	Annual leave (days/hrs)	Other accrued entitlements	Training records
Person 3						
Person 4						
Person etc						
Sub total						
Drivers						
Person 5						
Person 6						
Person etc						
Sub Total						
Mechanics						
Person 7						
Person 8						
Person etc						

- (ii) payroll details at an aggregate and at an individual level, including wages and salaries, allowances and awards, overtime and penalties, set out in the following manner;

- (A) Aggregate payroll details: Annual Wage/salary payments (incl. overtime payments)

Category	Two years ago	Last Year	Current year to date
Number of months	12	12	
Management			
Clerical			
Drivers			
Mechanics			
Body Shop			
Cleaners			
Operations			
Other			
Total			

- (B) Individual payroll details: Current year to date (\$)

Category	Award	Grade	Ordinary time hour rate	Ordinary time payments	Overtime payments	Allowance payments	Total payments
Number of months							
Management							
Person 1							
Person 2							
Person etc							
Sub total							
Clerical							
Person 3							
Person 4							
Person etc							
Sub total							
Drivers							
Person 5							
Person 6							
Person etc							
Sub Total							
Mechanics							
Person 7							
Person 8							
Person etc							
Body Shop							
Person 9							
Person 10							
Person etc							
Sub Total							
Cleaners							
Person 13							
Person 14							
Person etc							
Sub Total							
Other							
Person 15							
Person 16							

Category	Award	Grade	Ordinary time hour rate	Ordinary time payments	Overtime payments	Allowance payments	Total payments
Sub Total							
Total							

- (iii) general information on overtime, absenteeism, sick leave and industrial relations issues.

9. Reporting requirement - Ad-Hoc Reports

The Operator acknowledges and agrees that TfNSW may require the Operator to submit Ad-Hoc Reports to TfNSW from time to time in the format required by TfNSW.

10. Data Requirements

- (a) The Operator acknowledges and agrees that TfNSW may require access to data collected or generated by the Operator from time to time and the Operator must provide such access as required by TfNSW. The following table outlines specific data elements the Operator must collect commencing from the Service Commencement Date and for the duration of the Term, with all such data being Data owned by TfNSW.

Service	Report	Frequency	Format
Operational Systems Data transfer	<ul style="list-style-type: none"> Data required of the type and in the format specified in TODIS or any replacement system, as modified from time to time by TfNSW, including: <ul style="list-style-type: none"> Timetable, Route and Transit Stop data; and shift data, including Driver shifts. Data required from automated and electronic ticketing systems 	In accordance with Schedule 1B	Data transfer as specified by TODIS specifications and DCIS documents
Bus Incident Management Database	Operators are required to notify TfNSW of incidents and accidents	In accordance with Passenger Transport (General) Regulation 2017	Submission of an incident report to the BIMS system
TfNSW Real-time Data Manager, currently PTIPS	Provide continued access to all real-time information included but not limited to PTIPS data	As generated or Daily	As specified by TfNSW's Contract Operational and performance Systems Bus Operational Specification
Asset Information Manager	Data generated relating to the health and performances of assets, including but not limited to CAN Bus, and charging systems. Refer to TCOPS Bus Operational Specification.	As generated or daily	As specified by TfNSW's Contract Operational and

			performance Systems Bus Operational Specification
Ticketing data	Provide continued access to all Ticketing data	Daily	As specified by TfNSW's electronic ticketing system requirements as set out in Schedule 1C

Annexure 1 Line Item Report

As set out in paragraph 8.9 and 8.10 the Operator is to provide detailed revenues and costs per line item in accordance with the category list as set out below:

Bus			
		Reporting period ending DD MM YY	Previous reporting period ending DD MM YY
Commercial revenue line items			
Revenues from advertising	\$'000	0	0
Revenues from charter services	\$'000	0	0
Total Commercial Revenue	\$'000	0	0
Cost line items			
Drivers - Salary, wages, overtime and oncosts	\$'000	0	0
Workshop Staff - Salary, wages, overtime and oncosts	\$'000	0	0
Cleaners - salary, wages, overtime and oncosts	\$'000	0	0
Fuel - Diesel	\$'000	0	0
Fuel – AdBlue	\$'000	0	0
Fuel - LPG	\$'000	0	0
Fuel – Electricity	\$'000	0	0
Fuel – Hydrogen	\$'000	0	0
Contract Bus other parts and consumables	\$'000	0	0
Contract Bus maintenance and repairs	\$'000	0	0
Contract cleaning	\$'000	0	0
Depot related cleaning, maintenance and repairs	\$'000	0	0
Contract Bus operating costs - Transit Stop signage	\$'000	0	0
Contract Bus operating costs - Timetables	\$'000	0	0
Contract Bus operating costs - Livery	\$'000	0	0
Contract Bus operating costs - Uniforms	\$'000	0	0
Contract Bus registration costs	\$'000	0	0
Contract Bus refurbishments	\$'000	0	0
Insurance - Bus specific	\$'000	0	0
Ticketing costs	\$'000	0	0
Security	\$'000	0	0
Cash collection	\$'000	0	0
Operating lease expenses	\$'000	0	0
Other Contract Bus specific overhead costs	\$'000	0	0
Other costs	\$'000	0	0
Total Operating Costs	\$'000	0	0
Net Operating Costs (Cost – Commercial Revenue)	\$'000	0	0

Statement of FTEs

Drivers	FTEs	0	0
Workshop	FTEs	0	0
Cleaners	FTEs	0	0
Other	FTEs	0	0
Total	FTEs	0	0

Operational parameters - Services

Number of Contract Buses	number	0	0
Contract Bus kilometres per year - in service	km	0	0
Contract Bus kilometres per year - dead running	km	0	0
Total Contract Bus Kilometres	km	0	0
Passenger journeys	'000	0	0
Net Operating Cost per total bus kilometres	\$	0	0
Net Operating Cost per passenger journey	\$	0	0
Fuel Consumed - Diesel	Litres	0	0
Fuel Consumed – AdBlue	Litres	0	0
Fuel Consumed – Electricity	kWh	0	0
Fuel Consumed – Hydrogen	Kilograms	0	0

Corporate and Commercial**Operational parameters – Charter Services**

Contract Bus Charter kilometres per year - in service and dead running

Year ending	
30 June	30 June
km	0
	0

Corporate Costs

Corporate Staff - Salaries, wages, overtime and oncosts

Other corporate expenses

Total

\$'000	0	0
\$'000	0	0
\$'000	0	0

Statement of FTEs

Corporate Staff

FTEs	0	0
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