Schedule 4 - Service Levels/Key Performance Indicators

1. Definitions and Introduction

1.1 Any capitalised term which is used in this Schedule 4 but is not defined in this Schedule 4 shall have the meaning given to it in the Agreement or any other Schedule to the Agreement.

In this Schedule the following terms shall have the following meanings:

Term	Description
Action Plan	Shall have the meaning given to it in paragraph 2.4.1.
At Risk Percentage	Means the percentage attributed to each KPI, as defined by GW, which when totalled do not exceed 100%.
AVL Availability	Means the availability of all AVL expressed as a percentage and as calculated using the following formula: $AA = \frac{(PH - AD)}{PH} \times 100$ where: AA = AVL Availability PH = Principal Hours AD = AVL Downtime
AVL Downtime	Means the total elapsed time (excluding the Maintenance Windows) during which any AVL incorporated into the RTPI System is not fully operational in a manner that meets the System Specification. AVL Downtime is measured from the time the Supplier becomes aware of a Fault or a Fault is notified by GW to the Supplier (whichever is the earlier) and shall end at the commencement of the period during which the relevant AVL is fully operational in a manner that meets the System Specification by GW for 30 minutes of continuous, error free, operation.
Core System	Means the system implemented in accordance with the RTPI Agreement including (but not limited to) the CCMS, the Communication Network, Displays and Interface Systems.

Term	Description
Core System Availability	Means the availability of the Core System expressed as a percentage and as calculated using the following formula: $SA = \frac{(PH - SD)}{PH} \times 100$ where: SA = System Availability PH = Principal Hours SD = System Downtime.
First Review	Shall have the meaning given to it in paragraph 2.4.1.
Hours of Operation	Means from 04:00 AM of any day through to 01:00 AM the following day except on Saturday and Sunday mornings when the System will operate continuously from 04:00 AM on Friday to 01:00 AM on Monday excluding any agreed Maintenance Window during this period.
Key Performance Indicators (KPIs)	Means the System KPIs, the Service KPIs and the AVL Performance KPIs as described in paragraph 5.
KPI Default	A failure to meet or exceed a KPI.
Period	Calendar month
Maintenance Cost	Means the maintenance costs as described in Schedule 5 of the Agreement.
Maximum At Risk Amount Per KPI	Shall have the meaning given to it in paragraph 3.3.1
Multiplier	Depending upon the level of degradation of the performance for a KPI, the multiplier to be used in calculating the Service Credits as described in paragraph 3.3.3
On-street Display Availability	Means the availability and reliability of all On-street Displays expressed as a percentage and as calculated using the following formula: $DA = \frac{(PH - DD)}{PH} \times 100$ where: DA = On-street Display Availability PH = Principal Hours DD = On-street Display Downtime.

Term	Description
On-street Display Downtime	Means the total elapsed time (excluding the Maintenance Windows) during which any On-street Display incorporated into the RTPI System is not fully operational in a manner that meets the System Specification. On-street Display Downtime is measured from the time the Supplier becomes aware of a Fault or a Fault is notified by GW to the Supplier (whichever is the earlier) and shall end at the commencement of the period during which the relevant On-street Display Downtime is fully operational in a manner that meets the System Specification by GW for 30 minutes of continuous, error free, operation.
Phase Completion Acceptance	Means the completion of an agreed phase of the RTPI Agreement in accordance with the agreed implementation plans, and agreement and acceptance by GW.
Principal Hours	Means the total elapsed time over the Hours of Operation accumulated over each day that RTPI System is required to be used.
Resolution Time	Means the time in which the Supplier must resolve a Fault from the notification of that Fault in accordance with Schedule 3 of the Agreement.
Response Time	Means the time in which the Supplier must respond to the notification of a Fault in accordance with Schedule 3 of the Agreement.
Service Credit	Means the amounts which are payable for a KPI Default of a Service KPI as described in paragraph 3.
Service Window	Shall have the meaning given to it in paragraph 4.1.1
System Downtime	In relation to the Core System, means the total elapsed time (excluding the Maintenance Windows) during which the Core System is not fully operational in a manner that meets the System Specification. System Downtime is measured from the time the Supplier becomes aware of a Fault or a Fault is notified by GW to the Supplier (whichever is the earlier) and shall end at the commencement of the period during which the Core System is fully operational in a manner that meets the System Specification by GW for 30 minutes of continuous, error free, operation.

1.2 This Schedule defines how the performance of the RTPI System and Services shall be computed, measured, reported and presented by the Supplier.

1.3 This Schedule identifies all the KPIs against which the Supplier shall measure and report.

1.4 Service Credits may become due from the Supplier to GW if there is a KPI Default, as further described in paragraph 3.

1.5 The measurement of the performance of the RTPI System and Services shall be based on KPIs.

1.5.1 KPIs are a set of computable measures derived from the operation of the RTPI System and Services. Each KPI shall require a minimum level of performance to be achieved for each Period and shall be used to evaluate the performance of the RTPI System and Services provided by the Supplier. These measures shall help GW to arrive at a fair, accurate and consistent view of the performance of the RTPI System and the Services.

1.6 The application of KPIs shall start at the date of Phase Completion Acceptance of each tranche or batch of On-Vehicle equipment, Display equipment or other required hardware and software, in accordance with the agreed implementation plan for full system rollout.

1.7 Structure of this Schedule

1.7.1 Performance Management and Reporting: paragraph 2 describes the elements that need to be in place to manage the performance of the RTPI System and the Services.

- Reporting: outlines how the reporting of KPIs shall be undertaken by the Supplier.
- Non Compliance: outlines the non compliance aspect of the KPI.
- Changes to KPI: describes how the changes to KPIs shall be implemented.
- KPI review: describes how and when KPIs shall be reviewed.

1.7.2 Service Credits: paragraph 3 describes how the Service Credits shall be calculated and applied where there is a KPI Default.

1.7.3 KPIs: paragraph 6 lists all the KPIs and how they shall be measured.

2. Performance Management and Reporting

2.1 Reporting

2.1.1 The Supplier shall provide, implement, maintain and use the necessary measurement and monitoring tools, algorithms and procedures required to measure and report on:

a) The Supplier's performance of the Services, as against the Service KPIs. The data source for the Service KPI measurement shall be the GW FMS system.

b) The performance of the System, as against the System KPIs. The data source for the System KPI measurement shall be the GW FMS system.

c) The performance of the RTPI System, as against the overall AVL Performance KPIs

2.1.2 The measurement, monitoring tools and procedures to be used by the Supplier shall be at a level of detail sufficient for GW to establish compliance of the RTPI System and/or Services with the KPIs. Following a request by GW, such measurements, monitoring tools and procedures shall be subject to audit by GW.

2.1.3 The Supplier shall commence measuring the KPIs from the date of the first Phase Completion Acceptance.

2.1.4 The Supplier shall measure KPIs over Periods.

2.1.5 The Supplier shall produce reports on the KPIs, after each Period in respect of that Period.

2.1.6 For KPI reporting as described in paragraph 2.1.5, such reports shall be produced within five (5) Business Days after the last day of the Period and shall report on performance against each and all KPIs and shall as a minimum contain: KPI reference number; KPI title; KPI target figure; achieved performance against KPI for the Period; any KPI Defaults; any applicable Service Credits which are

payable; and detailed reasons for any failure to meet the KPI target (if applicable).

2.1.8 All KPI reports shall be produced by the Supplier in a form that is acceptable to GW, acting reasonably, from time to time.

2.1.9 When requested by GW, the Supplier shall promptly make available to GW the underlying data that makes up the report for each KPI.

2.1.10 The Supplier shall produce all reports in electronic PDF format. GW shall notify the Supplier from time to time where and to whom the reports should be sent.

2.2 Non compliance with KPI

2.2.1 The Supplier shall, without prejudice to any other obligations in the Agreement or rights which GW has under the Agreement or in law generally, take pro-active measures to prevent any failures in meeting any KPI. If a KPI Default occurs, the Supplier shall:

a) take appropriate preventive measures in order to minimise the possibility of recurrence; and

b) advise GW, as and to the extent requested by GW, of the status of remedial efforts being undertaken with respect to such failures.

2.2.2 Where a KPI report establishes that the Supplier has failed to meet a KPI the Supplier may be liable to GW for Service Credits in accordance with the provisions of paragraph 3.

2.2.3 Despite anything to the contrary in this Agreement, should the Supplier fail to meet any of the required KPI targets for responding to critical Faults (being KPIs 9 and 10) or achieve resolution of critical Faults within the times set out in Schedule 3, for more than 3 continuous Periods as identified within paragraph 3.5 of this Schedule, then GW may terminate this Agreement under clause 24.2.1 of the Agreement.

2.2.4 Despite anything to the contrary in this Agreement, should the Supplier fail to meet any of the required KPI targets for responding to Faults, other than critical Faults (being KPIs 11, 12, 13 and 14) or achieving resolution of Faults within the times set out in Schedule 3,

for more than 6 continuous Periods, then GW may terminate this Agreement under clause 24.2.1 of the Agreement.

2.3 Change to KPIs

2.3.1 The Supplier and GW shall work together in good faith following the date of Phase Completion Acceptance and for the remainder of the term of this Agreement, in order to identify and establish additional KPIs that provide a fair, accurate and consistent measurement of the full range of the Supplier's performance of the Services and the performance of the RTPI System.

2.3.2 Any new Services or additional functionality in respect of the RTPI System which may be brought into the scope of the Agreement, via the change control procedure in the Agreement, may be subject to additional KPIs and these shall be documented as part of the application of that change control procedure.

2.3.3 GW may implement the change control procedure in the Agreement to seek to add, remove or substitute KPIs in order to ensure that the KPIs continue to provide a fair, accurate and consistent measurement of the Supplier's performance of the Services and/or the performance of the RTPI System, throughout the Agreement.

2.4 KPI review

2.4.1 At the date that is six (6) calendar months after the date of the first Phase Completion Acceptance (the "**First Review**") (and on a six monthly basis for 18 months following the First Review and annually thereafter) GW shall carry out a review of the Supplier's performance against all KPIs. Without prejudice to any rights which GW has in the Agreement, should performance against any KPI have resulted in the Supplier incurring the maximum Service Credits available to GW in respect of that KPI for more than one Period during the six (6) month period following the date of Phase Completion Acceptance, then an action plan (the "**Action Plan**") shall be developed by the Supplier and delivered to GW within ten (10) Business Days of the First Review. Such an Action Plan shall, to the reasonable satisfaction of GW, demonstrate how the performance of the Supplier shall be improved for all future Periods to ensure performance against all KPIs is achieved.

2.4.2 The Supplier and GW shall in each and every review undertaken in accordance with paragraph 2.4.1, review the KPIs and make adjustments to them as appropriate. As part of this review process, the parties may jointly determine and agree on the addition, increase and/or removal of any KPI.

2.4.3 GW shall be entitled, at its discretion, to adjust the At Risk Percentage associated with each KPI (subject always to the total of the At Risk Percentages remaining at or below 100%) once every six (6) months for the first two (2) years after the date of Phase Completion Acceptance, and annually thereafter. Each such change to take effect three (3) months after the date that GW provides the Supplier with written notice of such a change.

3 Service Credits

3.1 Service Credits shall apply from the date of the first Phase Completion Acceptance.

3.2 Service Credits may become payable by the Supplier to GW, in accordance with this paragraph 3, where there is a KPI Default:

3.2.1 At Risk Percentage

3.2.2 GW shall notify the Supplier of what At Risk Percentage it wants to be allocated to each KPI prior to the date of the first Phase Completion Acceptance.

3.2.3 An example of how the At Risk Percentage shall be calculated is as follows:

If there are five KPIs and all the KPIs were given equal weighting then each KPI would have an At Risk Percentage of 20%. However, if the equal weighting is not applied then some KPIs would have an At Risk Percentage of more than 20%, while others would have an At Risk Percentage of less than 20%.

3.3 Service Credit calculations

3.3.1 Service Credits shall be calculated as follows (all calculations shall be made for a Period):

a) Step 1 – the At Risk Percentage of a KPI will be identified in accordance with paragraph 3.3 (and as adjusted in accordance with paragraph 2.4.3).

b) Step 2 - the At Risk Percentage for that KPI shall then be multiplied with the total Maintenance Cost payable for that Period, with such calculation producing the "**Maximum At Risk Amount Per KPI**" for that KPI.

c) Step 3 - the Maximum At Risk Amount Per KPI shall be multiplied by 0.1 (the "**Multiplier Amount**") and then, depending on the level of degradation of performance for the KPI, multiplied by a Multiplier (as detailed in paragraph 3.3.3) to arrive at the Service Credit.

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3.3.3 The Multiplier required for Step 3 in paragraph 3.3.1 above shall be determined by the difference between the KPI achieved and the KPI target. The following table describes how the different levels of KPI Defaults shall be categorised into different bands and the associated Multiplier for each band.

a) Service and AVL Performance KPI

Table Showing Multipliers for the KPI

Band	The difference between KPI achieved and KPI target	Multiplier
A	Less than or equal to 3%	1
B	Less than or equal to 6% but more than 3%	2
C	Less than or equal to 24% but more than 6%	4
D	Less than or equal to 48% but more than 24%	8
E	More than 48%	10

An example of the Service Credit which would be payable for a KPI Default of a Service KPI, using the Multipliers in the table above is as follows:

If a KPI target is 94% and only 67% was achieved then the difference between the KPI achieved and the KPI target is 27%. This equates to Band D and therefore a Multiplier of 8. Hence,
Service Credit = (Maximum At Risk Amount Per KPI X 0.1) X 8.

b) System KPI

Table Showing Multipliers for the KPI

Band	The difference between KPI achieved and KPI target	Multiplier
A	Less than or equal to 0.2%	1
B	Less than or equal to 0.4% but more than 0.2%	2
C	Less than or equal to 0.6% but more than 0.4%	4
D	Less than or equal to 0.8% but more than 0.6%	8
E	More than 0.8%	10

An example of the Service Credit which would be payable for a KPI Default of a System KPI, using the Multipliers in the table above is as follows:

If a KPI target is 99.9% and only 99.6% is achieved then the difference between the KPI target and the KPI achieved is 0.3%. This equates to Band B and therefore a Multiplier of 2. Hence,
Service Credit = (Maximum At Risk Amount Per KPI X 0.1) X 2.

3.4 Service Credits payment deferral

3.4.1 KPI Default – First Period

When a KPI Default occurs during a Period for a particular KPI, provided that no KPI Default has occurred in the preceding Period for that KPI:

a) the Service Credits due for that KPI for that Period shall not become payable. Therefore, no demand for payment shall be made by GW and GW shall not deduct any Service Credits from any other sums due to the Supplier.

b) Service Credits due for that Period for that KPI shall not become payable by the Supplier in the next Period, if no KPI Default occurs for the same KPI during the next Period.

3.4.2 KPI Default – Two consecutive Periods

When a KPI Default occurs during two consecutive Periods for a KPI:

a) the Service Credits due for that KPI for the two consecutive Periods shall not become payable. Therefore, no demand for payment shall be made by GW and GW shall not deduct any Service Credits from any other sums due to the Supplier.

b) Service Credits due for the two consecutive Periods for that KPI shall not become payable by the Supplier in the next Period if no KPI Default occurs for the same KPI during the next Period.

3.4.3 KPI Default – Three consecutive Periods

When a KPI Default occurs during three consecutive Periods for a KPI:

a) the Service Credits for that KPI for all of the three consecutive Periods shall become payable. GW may demand payment of the Service Credits for the three consecutive Periods during which the KPI Default occurred or may deduct the Service Credits from any sums due to the Supplier in accordance with clause 20 of the Agreement.

b) the Supplier shall have no rights to recover the Service Credits paid for the three consecutive Periods.

3.4.4 For the avoidance of any doubt, where a KPI Default occurs for the same KPI for more than 3 consecutive Periods, then the Service Credit triggered by the KPI Default in respect of that KPI in the fourth consecutive Period and each consecutive Period thereafter, shall be payable for each such Period until there is an Period in which the Supplier achieves the relevant KPI. The Supplier shall have no rights to recover the Service Credits paid for such Periods.

3.5 Worked Example; Service Credits payment calculation

The following example illustrates how the Service Credits shall be calculated for KPI Defaults in respect of a Service KPI occurring during three (3) consecutive Periods. ***The figures used in this example are for illustration purposes only.***

Representative Total Annual Maintenance Cost				$475,293.00				
Maintenance Cost for each of the three Periods (Annual Maintenance Cost / 12 Periods)				$39,607.75				
At Risk Percentage for each of the three Periods				15%				
Maximum At Risk Amount Per KPI for each of the three Periods (10% of Period Charge)				$5,941.16				
Baseline amount for each of the three Periods (10% of At Risk Amount)				$594.12				
KPI target				95%				
KPI achieved Period 4				85%				
KPI achieved Period 5				89%				
KPI achieved Period 6				92%				
Service KPI No	**At Risk Percentage (%)**	**Maximum At Risk Amount Per KPI ($)**	**Multiplier Amount ($)**	**Period**	**Service Degradation (%)**	**Multiplier**	**Service Credit ($)**	**Amount of Service Credit payable ($)**
1	15%	$5,941.16	$594.12	4	10%	4	$2,376.48	$0.00
1	15%	$5,941.16	$594.12	5	6%	2	$1,188.24	$0.00
1	15%	$5,941.16	$594.12	6	3%	2	$1,188.24	$4,752.96
Total Service Credit Payable at the end of Period 6								$4,752.96

4 KPI Measurement

4.1 Service KPIs (KPIs 9 to 20 inclusive)

4.1.1 In a Period, the service window for the Service KPIs shall be between 08:30 AM of any day through to 17:00 PM during Working days (Monday to Friday) (the "**Service Window**").

4.1.2 The measurement period (also known as the KPI clock) for the Service KPIs shall commence upon acknowledgement of a Fault or Incident Record by the Suppliers 1st line support.

4.1.3 The measurement period shall conclude when the Fault or Incident is resolved by the Supplier's support desk and assigned to the GW Service Desk for closure. The resolution of the Fault or Incident shall be verified by the GW Service Desk and if the resolution is not satisfactory, then the Fault or Incident shall be re-assigned to the Supplier. In such cases, the measurement period shall continue from the point at which the Fault or Incident was passed back to GW for closure.

4.1.4 The measurement period shall be suspended when a Fault or Incident is re-assigned by the Supplier (acting in good faith and reasonably) to GW or by GW to another contractor, in order to request more information. Once the requested information has been provided to the Supplier, the measurement period shall, subject to this paragraph , continue from the point at which the requested information was provided.

4.1.5 If it is established in paragraph 4.1.4 that the requested information was reasonably available within the Supplier's domain, then the duration for which the measurement period was suspended shall be added to the measurement period.

4.2 System and AVL Performance KPIs (KPIs 1 to 8 inclusive, 21 and 22)

4.2.1 All KPIs other than Service KPIs shall be measured across the full Hours of Operation of the RTPI System.

4.2.2 Any deviations to this measurement period shall be clearly highlighted on any monthly performance report issued by the Supplier.

4.2.3 No amendment to this measurement period is to be made without prior authorisation by GW.

5 KPI Targets

Note: In relation to Service KPIs, the 'Service Level Target' refers to the response and resolution time (as appropriate) in Schedule 3.

KPI #	Description	Type (System, Service, AVL Performance)	Service Level Target	At Risk %
1	AVL Availability (To be calculated as per requirements within the Definitions table)	**AVL Performance**	99.9% AVL Availability. *Excluding downtimes resulting from requests from GW for unplanned maintenance or upgrades. **Excluding GPRS communications provider planned or unscheduled outages ***Excluding vehicles that were faulty, not run, driver log on errors, Incorrect data, ETM Errors or any other 3rd party issues.	15
2	Core System Availability (CCMS Hardware) (To be calculated as per requirements within the Definitions table)	System	99.9% Core System Availability. *Excluding downtimes resulting from requests from GW for unplanned maintenance or upgrades.	10
3	Core System Availability (CCMS Software) (To be calculated as per requirements within the Definitions table)	System	99.9% Core System Availability. *Excluding downtimes resulting from requests from GW for unplanned maintenance or upgrades.	10
4	Data Communication System Availability (GPRS Networks) (To be calculated as per requirements within the Definitions table)	System	99.9% Core System Availability. *Excluding downtimes resulting from requests from GW for unplanned maintenance or upgrades. **Excluding GPRS communications provider planned or unscheduled outages	5
5	Availability of BusNet Software Applications (Work Stations – To be measured locally at each terminal by periodic monitoring)	System	99.5% Core System Availability. *Excluding downtimes resulting from requests from GW for unplanned maintenance or upgrades. **Excluding ADSL provider planned or unscheduled outages	5

KPI #	Description	Type (System, Service, AVL Performance)	Service Level Target	At Risk %
6	Availability of Metlink RTPI Web Interface	System	99.5% Core System Availability. *Excluding downtimes resulting from requests from GW for unplanned maintenance or upgrades. **Excluding ADSL provider planned or unscheduled outages	5
7	Successfully Tracked Vehicles	AVL Performance	97% Successfully Tracked Vehicles, where a vehicle was equipped with AVL equipment and was allocated correctly to a valid journey. *Note: This KPI will commence at 94% from the date of the first Phase Completion Acceptance by GW, and will be increased by 0.5% for each of the first 6 months from this date. This is to allow for system shakedown issues and unforeseen circumstances during initial system start up. **Excluding downtimes resulting from requests from GW for unplanned maintenance or upgrades. ***Excluding vehicles that were faulty, not run, driver log on errors, Incorrect data, ETM Errors or any other 3rd party issues, faults or unknown causes.	5
8	On-Street Display Availability (To be calculated as per requirements within the Definitions table)	System	95 % On-street Display Availability, when measured by ACIS CCMS monitoring tools. *Excluding downtimes resulting from requests from GW for unplanned maintenance or upgrades. **Excluding GPRS communications provider planned or unscheduled outages ***Excluding 3rd party damage, interference or other issue outside of ACIS' control.	10
9	Reactive Maintenance Services - Response to critical Faults	Service	66% critical faults responded to within Service Level Target requirement. *Assumes 3 critical faults maximum in any one month.	4

KPI #	Description	Type (System, Service, AVL Performance)	Service Level Target	At Risk %
10	Reactive Maintenance Services - Response to critical Faults	Service	100% critical faults responded to within twice the Service Level Target requirement. *Assumes 3 critical faults maximum in any one month.	2
11	Reactive Maintenance Services - Response to Urgent Faults	Service	66% urgent faults responded to within Service Level Target requirement. *Assumes 6 urgent faults maximum in any one month.	3
12	Reactive Maintenance Services - Response to Urgent Faults	Service	100% urgent faults responded to within twice the Service Level Target requirement. *Assumes 6 urgent faults maximum in any one month.	2
13	Reactive Maintenance Services - Response to Non - Urgent Faults	Service	66% non-urgent faults responded to within Service Level Target requirement. *Assumes 6 non-urgent faults maximum in any one month.	2
14	Reactive Maintenance Services - Response to Non - Urgent Faults	Service	100% non-urgent faults responded to within twice the Service Level Target requirement. *Assumes 6 non-urgent faults maximum in any one month.	2
15	Reactive Maintenance Services - Resolution of critical Faults	Service	66% critical faults resolved to within Service Level Target requirement. *Assumes 3 critical faults maximum in any one month.	4
16	Reactive Maintenance Services - Resolution of critical Faults	Service	100% critical faults resolved to within twice the Service Level Target requirement. *Assumes 3 critical faults maximum in any one month.	2

KPI #	Description	Type (System, Service, AVL Performance)	Service Level Target	At Risk %
17	Reactive Maintenance Services - Resolution of Urgent Faults	Service	66% urgent faults resolved to within Service Level Target requirement. *Assumes 6 urgent faults maximum in any one month.	3
18	Reactive Maintenance Services - Resolution of Urgent Faults	Service	100% urgent faults resolved to within twice the Service Level Target requirement. *Assumes 6 urgent faults maximum in any one month.	2
19	Reactive Maintenance Services - Resolution of Non-Urgent Faults	Service	66% non-urgent faults resolved to within Service Level Target requirement. *Assumes 6 non-urgent faults maximum in any one month.	2
20	Reactive Maintenance Services - Resolution of Non-Urgent Faults	Service	100% non-urgent faults resolved to within twice the Service Level Target requirement. *Assumes 6 non-urgent faults maximum in any one month.	2
21	Accuracy of Predictions (This will be measured by periodic monitoring on a sample of stops across the bus routes)	AVL Performance	For Vehicles at a particular stop or station provided for Vehicles between 5 and 10 minutes away, the prediction must be accurate to within 2 minutes 85% of the time or better.	3
22	Accuracy of Predictions (This will be measured by periodic monitoring on a sample of stops across the bus routes)	AVL Performance	For Vehicles at a particular stop or station provided for Vehicles less than 5 minutes away, the prediction must be accurate to within 1 minute 90% of the time or better.	2