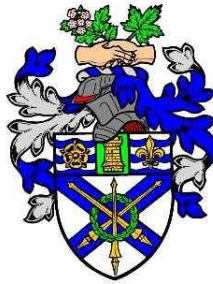

**REQUEST FOR PROPOSALS
RFP-26-09**

Water Metering Upgrades



TOWN OF AMHERST

DATE ISSUED

August 20, 2026

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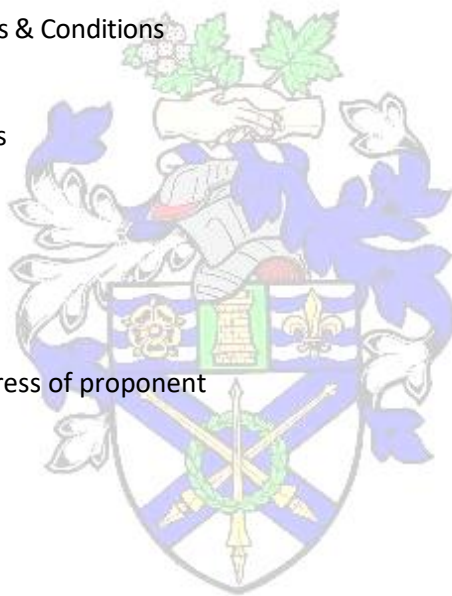
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Submit **WITH** the Proposal:

- ☐ Signed Form of Proposal
- ☐ Signed Attachment "A" – Terms & Conditions
- ☐ Three (3) Project References
- ☐ Company Profile
- ☐ Equipment Specification Sheets
- ☐ Warranty Information
- ☐ Addenda Acknowledgement

Submission must indicate:

- ☐ Proposal ID
- ☐ Company name and full address of proponent



INTRODUCTION

The Town of Amherst is seeking proposals from qualified proponents to supply, deliver, and support the phased implementation of a town-wide Advanced Metering Infrastructure (AMI) or Automated Meter Reading (AMR) system, including the replacement of existing water meters with new ultrasonic metering technology.

This initiative represents the first phase of a multi-year capital program, pending Council approval, with the objective of transitioning all municipal water accounts to a fully integrated AMI or AMR system over the next five (5) years.

BACKGROUND

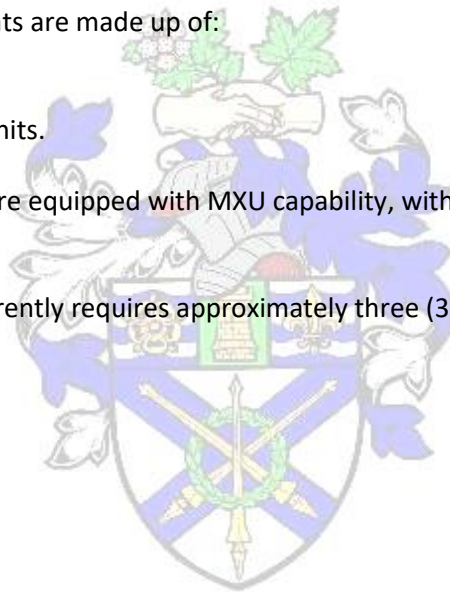
The Town currently services 3,669 metered water accounts and typically adds 15-20 new accounts annually.

The existing metered accounts are made up of:

- 2806 Neptune
- 470 Sensus, and
- 393 Master Meter units.

Approximately 330 meters are equipped with MXU capability, with the remainder requiring manual reads via touch pads.

Quarterly meter reading currently requires approximately three (3) weeks to complete.



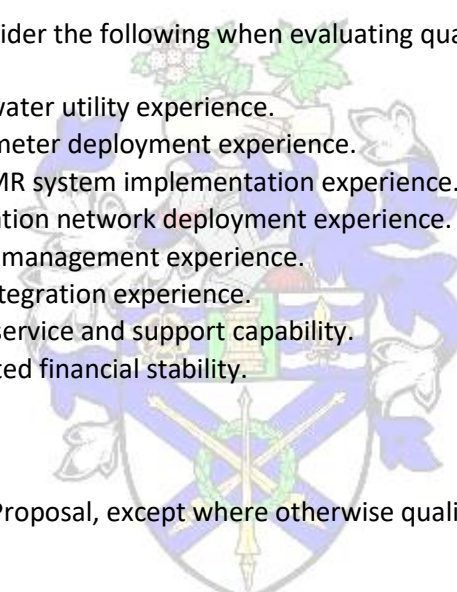
1.0 ELIGIBILITY OF PROPONENTS

- 1.1 Proponents will be considered from established and experienced firms actively engaged in the design, manufacture, supply, implementation, support, and maintenance of ultrasonic water metering systems, Advanced Metering Infrastructure (AMI) systems, Automated Meter Reading (AMR) systems, utility communication networks, meter data management systems, and related technologies similar in scope and complexity to those described in this Request for Proposals.

The Town currently services approximately 3,669 metered accounts and intends to implement a phased AMI program over a five-year period.

- 1.2 Proponents shall have been actively engaged in the water metering industry for a minimum of five (5) years with a minimum of 20,000 meters in active service and shall demonstrate successful implementation of municipal AMI or AMR projects of similar size and complexity.

The Town may consider the following when evaluating qualifications:

- 
- Municipal water utility experience.
 - Ultrasonic meter deployment experience.
 - AMI and AMR system implementation experience.
 - Communication network deployment experience.
 - Meter data management experience.
 - Software integration experience.
 - Long-term service and support capability.
 - Demonstrated financial stability.

2.0 DEFINITIONS

- 2.1 In this Request for Proposal, except where otherwise qualified, the following terms shall be defined as follows:

- “Closing Date” means the official submission closing date and time identified within this Request for Proposal.
- “Town” means the Town of Amherst and/or employees, representatives, consultants, and designated staff involved with this project.
- “RFP” means this Request for Proposal including all schedules, appendices, attachments, specifications, and addenda issued by the Town.
- “Sub-Contractor” or “Sub-Consultant” means any person or firm to whom a Proponent intends to delegate part, or all the services or work associated with the project.
- “Proponent” means Consultant, Supplier, Contractor, Vendor, Design-Builder, or Bidder submitting a proposal in response to this Request for Proposals.

- "Successful Proponent" means the person or firm whose proposal is accepted by the Town.
- "AMI" means a fixed-network meter reading system that automatically collects water consumption and meter status information from individual meters and transmits the information to a central software platform without requiring a drive-by or manual meter reading process.
- "AMR" means a meter reading system that requires a mobile, walk-by, drive-by, or handheld collection device to obtain meter reading information.
- "AMI System" means the complete metering solution proposed by the Proponent, including meters, communication devices, communication networks, software, data management tools, integrations, training, and support services.
- "Ultrasonic Water Meter" means a solid-state water meter utilizing ultrasonic measurement technology and containing no moving measuring components.
- "Endpoint" means a device connected to or integrated within a water meter that transmits usage and status information to an AMI or AMR system.
- "Communications Infrastructure" means all hardware, software, radios, antennas, gateways, collectors, repeaters, cellular services, network services, and associated components required for operation of the AMI system.
- "Customer Portal" means a web-based or mobile application that allows water customers to review consumption information, receive alerts, and access account usage data.
- "Cloud Hosted Solution" means software, databases, and services hosted in a remote computing environment rather than on servers owned and maintained by the Town.
- "Hybrid Reading Environment" means the period during implementation when the Town operates a combination of manually read meters, AMR meters, and AMI meters.
- "Leak Detection" means the ability of the proposed system to identify continuous flow conditions, abnormal consumption patterns, or other indicators of potential water leakage.
- "Backflow Detection" means the ability of a meter to identify and report reverse flow conditions.
- "Tamper Detection" means the ability of a meter or endpoint to detect unauthorized removal, interference, disconnection, magnetic influence, or other actions affecting meter operation.
- "Meter Reading Route" means a defined group of water accounts used for reading, reporting, billing, or operational purposes.

- "Data Ownership" means that all customer information, consumption information, meter data, system configuration information, and associated records generated through the AMI system shall remain the sole property of the Town of Amherst.
- "Implementation Plan" means the Proponent's proposed methodology, schedule, staffing, training, deployment strategy, milestones, and risk management approach for implementing the project.
- "Pilot Deployment" means an initial limited implementation of meters, communications equipment, and software intended to validate system performance prior to broader deployment.
- "Multi-Year Capital Program" means the Town's anticipated phased replacement of approximately 3,669 metered water services over an implementation period of up to five (5) years.
- "Open Architecture" means a system that permits the Town to access, export, and retain all meter reading and customer consumption data without restriction and does not require the Town to purchase meters, endpoints, communication equipment, software, or support services exclusively from a single supplier for the life of the system.

3.0 ACCURACY OF THE RFP

While every reasonable effort has been made to ensure the accuracy of this Request for Proposals, it is not guaranteed or warranted by the Town to be accurate, comprehensive, or exhaustive.

3.1 SITE VISIT

A site visit will not be conducted as part of this Request for Proposals. The Town has determined that a site visit is not required due to the nature of the proposed work, which primarily involves the supply and implementation of ultrasonic water meters, AMI/AMR technology, software, communications infrastructure, training, and related services. Proponents shall rely upon the information contained within this Request for Proposals and any subsequent addenda when preparing their submissions.

4.0 SUBMISSION OF PROPOSALS

- 4.1 All proposals must be received in their entirety at or before **2:00pm local time, September 22, 2026.**

Submissions must be clearly marked: **RFP-26-09 WATER METERING UPGRADES**

PROPOSAL SUBMISSION

Proponents shall submit a completed Proposal Form together with all supporting documentation required by this Request for Proposals. All submissions shall be submitted electronically to: procurement@amherst.ca Ensure the email subject line is marked with the RFP ID.

PROPOSAL: **RFP-26-09 WATER METERING UPGRADES**
TOWN OF AMHERST
98 VICTORIA STREET EAST
AMHERST, NS B4H 1X6

ATTENTION: **JASON MACDONALD, MCIP, LPP**
Chief Administrative Officer

- 4.1.1 Failure to properly identify the submission with the correct RFP number may result in rejection as a late or non-compliant submission.
- 4.1.2 With submissions being accepted electronically only, all references to documents shall mean electronic documents.
 - 4.1.2.1 Proposals must be received at: procurement@amherst.ca
 - 4.1.2.2 Submissions delivered to any other email address or physical location shall not be accepted. All questions relating to this RFP shall be directed exclusively to the procurement contact identified within the document.
 - 4.1.2.3 Submission time shall be determined by the Town of Amherst email server and shall constitute the official receipt date and time.
 - 4.1.2.4 It is solely the responsibility of the Proponent to ensure submissions are received prior to closing. Late submissions shall not be accepted.
 - 4.1.2.5 The Town utilizes electronic security and filtering systems. Proponents are responsible for allowing sufficient transmission time before closing. The Town shall not be responsible for transmission failures.
 - 4.1.2.6 Submissions may be withdrawn at any time prior to closing.
- 4.1.3 Submissions or addenda submitted by fax, telephone, physical delivery, or other unauthorized methods shall not be accepted.
- 4.1.4 All submissions shall remain firm for ninety (90) calendar days following closing.
- 4.1.5 The Town reserves the right to waive technicalities, reject any or all submissions, reject portions of submissions, seek revised submissions, proceed by alternate means, or abandon the project entirely where deemed to be in the best interests of the Town.
- 4.1.6 The Town reserves the right to request clarification, supplemental information, presentations, demonstrations, interviews, or additional technical documentation. All associated costs shall be borne solely by the Proponent.
- 4.1.7 Proponents are responsible for obtaining any clarification required while the RFP remains open.

Questions shall be directed in writing to the procurement contact. No verbal responses shall be binding.

- 4.1.7.1 Proponents shall be deemed to have familiarized themselves with all site conditions, operational limitations, phasing requirements, existing infrastructure conditions, and other matters which may affect performance of the Contract. No claims resulting from failure to investigate shall be considered.
- 4.1.8 The Town reserves the right to inspect work during design, construction, commissioning, startup, warranty, or project completion phases and shall be the sole judge as to whether work is satisfactory.
- 4.1.9 The Town reserves the right to terminate the contract upon written notice if, in the opinion of the Town, the Successful Proponent fails to fulfill the requirements, conditions, specifications, schedules, or obligations of the Contract.
- 4.1.10 Failure to comply with any requirements contained within this Request for Proposals may result in rejection of the submission or delay of payment.
- 4.1.11 This Request for Proposals is subject to the Canadian Free Trade Agreement (CFTA) and the Atlantic Trade and Procurement Partnership (ATPP).

5.0 QUESTIONS AND REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATIONS

- 5.1 Any Proponent identifying discrepancies, omissions, ambiguities, or uncertainties within this Request for Proposals shall notify the procurement contact in writing. Where required, corrections, clarifications, or interpretations shall be issued through written addenda.
- 5.2 All enquiries shall be submitted by email only to: procurement@amherst.ca
Deadline for enquiries shall be **September 10, 2026**.
- 5.3 Proponents shall not communicate with Town staff, Council members, project representatives, consultants, contractors, or other stakeholders regarding this project outside the designated procurement contact. Failure to comply may result in disqualification.
- 5.4 Verbal information shall not be binding.
- 5.5 Responses requiring clarification of the RFP shall be issued by written addendum. All addenda shall form part of the Contract Documents.
- 5.6 It shall remain the responsibility of the Proponent to confirm receipt of all addenda prior to submission.
- 5.7 Failure to acknowledge all addenda issued may result in rejection of the submission.

6.0 MODIFICATION OR WITHDRAWAL OF PROPOSALS

- 6.1 Prior to the closing date, submissions may be amended or withdrawn through written notification to the procurement contact.
- 6.2 Following closing, submissions shall be considered final. No proposal, sub-contractor arrangement, pricing structure, or project team composition shall be altered following closing except where expressly permitted by the Town during negotiations or contract finalization.

7.0 VALIDITY OF PROPOSALS

- 7.1 Proposals shall remain valid and open for acceptance by the Town for a period of ninety (90) calendar days following the closing date. This period may be extended by no more than thirty (30) additional calendar days if requested in writing by the Town and agreed to by the Proponents.

8.0 CANCELLATION

- 8.1 This Request for Proposals may be cancelled in whole or in part without penalty when, in the opinion of the Town:
- a) There has been a substantial change in project requirements following issuance of the RFP;
 - b) There was insufficient competition to provide the level of service, technical capability, pricing, or project approach required;
 - c) Submitted pricing exceeds available funding or acceptable project value thresholds;
 - d) The Town, in its sole discretion, determines there is sufficient justification to cancel, revise, delay, or reissue the procurement.

9.0 CONTRACT SECURITY

- 9.1 Proposal security, bid bonds, certified cheques, performance bonds, labour and materials payment bonds, and other forms of contract security are not required as part of this Request for Proposals. The Town recognizes that this procurement is primarily for the supply, implementation, and support of a water metering and Advanced Metering Infrastructure (AMI) system and, therefore, has determined that contract security is not necessary for this procurement process.

The Town reserves the right to assess the financial capacity, experience, technical qualifications, references, and demonstrated ability of proponents to successfully complete the Project. The Town may request additional information from any Proponent during the evaluation process to satisfy itself that the Proponent possesses the necessary resources, expertise, and organizational capacity to fulfill the requirements of the Contract.

10.0 INSURANCE REQUIREMENTS

- 10.1 The Successful Proponent shall provide proof of Commercial General Liability Insurance and Automobile Liability Insurance covering owned, leased, rented, and non-owned vehicles.

Coverage shall be maintained at a minimum value of Two Million Dollars (\$2,000,000 CAD) per occurrence. The Town of Amherst shall be named as Additional Insured.

- 10.2 The Successful Proponent shall provide Professional Liability / Errors & Omissions Insurance with minimum coverage of Two Million Dollars (\$2,000,000 CAD) per claim.
- 10.3 Proof of insurance shall be provided within ten (10) business days following award. No contract shall be executed without satisfactory proof of insurance.
- 10.4 Written notification of policy cancellation, material change, or lapse shall be provided to the Town a minimum of thirty (30) days prior to change taking effect.
- 10.5 All required insurance shall remain in force until completion of all work, commissioning, deficiencies, warranty obligations, and final payment.

11.0 WCB AND OHS COMPLIANCE

- 11.1 The Successful Proponent shall provide proof of current standing with the Workers Compensation Board of Nova Scotia.
- 11.2 If the Successful Proponent does not currently maintain WCB coverage, coverage shall be established prior to project commencement.
- 11.3 Good standing with WCB shall be maintained for the full duration of the Contract.

12.0 PERMITS, LICENSES & REGULATORY COMPLIANCE

- 12.1 The Successful Proponent shall obtain, coordinate, and pay for all permits, licenses, approvals, inspections, certifications, and professional registrations required to execute the work.
- 12.2 The Proponent shall indemnify and save harmless the Town from damages, claims, penalties, delays, or liabilities arising from failure to obtain or maintain required approvals.

13.0 USE OF SUB-CONTRACTORS / SUB-CONSULTANTS

- 13.1 Sub-contractors and sub-consultants shall be permitted provided they are clearly identified within the submission package together with:
 - Company name
 - Scope of responsibility
 - Qualifications
 - Relevant experience
- 13.2 The Successful Proponent shall remain fully responsible for:
 - Quality of work
 - Coordination

- Scheduling
- Safety
- Technical compliance
- Performance of all sub-contractors.

13.3 The Town reserves the right to review references for named subcontractors.

13.4 Substitutions following award shall require prior written approval from the Town.

13.5 Use of apprentices is encouraged where appropriate, provided all applicable supervision requirements are maintained.

14.0 CONFLICT OF INTEREST

14.1 Proponents shall disclose any actual, perceived, or potential conflict of interest involving:

- The Town of Amherst
- Project representatives
- Consultants
- Contractors
- Regulators
- Project stakeholders.

Failure to disclose conflicts may result in rejection or termination.

15.0 LAWS, ACTS, REGULATIONS, BY-LAWS & CODES

15.1 The Successful Proponent and all subcontractors shall perform work in compliance with:

- Federal legislation
- Provincial legislation
- Municipal by-laws
- Building codes
- Electrical codes
- Technical Safety regulations
- CSA standards

16.0 GOVERNING LAW

16.1 This Request for Proposals shall be governed by and interpreted in accordance with the laws of Canada and the Province of Nova Scotia. The Successful Proponent agrees to submit to the exclusive jurisdiction of the Courts of Nova Scotia.

17.0 INFRINGEMENTS & INDEMNIFICATIONS

17.1 The Proponent shall protect, defend, indemnify, and save harmless the Town, its representatives, employees, agents, and project stakeholders from all claims, liabilities, damages, losses, costs, or actions arising from:

- Patent infringement
- Copyright infringement

- Use of proprietary equipment, software, controls, processes, or materials
- Personal injury
- Property damage
- Commissioning failures
- Regulatory violations
- Contractor negligence
- Subcontractor negligence.

- 17.2 The Successful Proponent shall remain responsible for all damages, losses, liabilities, or claims resulting from the work, equipment, materials, engineering, controls, commissioning, or associated services supplied under this Contract.

18.0 REQUIREMENTS AND RESPONSIBILITIES OF THE PROPONENT

- 18.1 This Request for Proposals identifies the major requirements associated with the Town of Amherst Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) implementation. The Successful Proponent shall provide all labour, materials, equipment, software, communications infrastructure, technical support, project management, training, documentation, and ancillary services necessary to deliver a complete and fully functional solution in accordance with the requirements of this Request for Proposals.

Nothing contained within this Request for Proposals shall relieve the Successful Proponent from providing all products and services required to successfully implement the proposed solution in a professional, safe, and timely manner.

- 18.2 The Successful Proponent shall provide a solution that supports the Town's objective of replacing existing water meters with ultrasonic metering technology and implementing an AMI or AMR system capable of improving meter reading efficiency, consumption data collection, leak detection, water accountability, and customer service.
- 18.3 The Successful Proponent shall provide all equipment, software, communications infrastructure, licensing, subscriptions, configuration services, implementation support, and training necessary to establish a complete and operational metering system. At a minimum, the proposed solution shall include:
- Ultrasonic water meters.
 - Meter endpoints and communication devices.
 - AMI or AMR communications infrastructure.
 - Meter data management software.
 - Reporting and analytics capabilities.
 - Mobile meter reading capability during system transition.
 - Training and technical support.
 - Documentation and warranty services.
- 18.4 The Town anticipates completing the majority of meter installations using Town staff. As such, the Successful Proponent shall provide sufficient implementation guidance, installation procedures, training materials, technical support, and quality assurance recommendations to ensure successful deployment of the proposed system.

- 18.5 The proposed solution shall support phased implementation over a multi-year period. The Successful Proponent shall provide recommendations regarding implementation sequencing, deployment strategies, annual meter replacement targets, inventory management, commissioning activities, and transition requirements.
- 18.6 The Successful Proponent shall be responsible for ensuring that all proposed equipment, software, and communications systems are suitable for municipal water utility operations and capable of supporting the Town's existing and future requirements throughout the anticipated service life of the system.
- 18.7 The Successful Proponent shall provide comprehensive training for Town personnel, including system administration, meter programming, troubleshooting, reporting, software operation, communications infrastructure management, and general system maintenance.
- 18.8 All data collected through the AMI system, including customer information, meter readings, consumption records, alarm information, reporting data, and system configuration information, shall remain the sole property of the Town of Amherst. The Successful Proponent shall provide the Town with unrestricted access to its data throughout the term of the Contract.
- 18.9 The Successful Proponent shall clearly identify all licensing requirements, subscription fees, communication fees, software maintenance fees, cloud hosting fees, data storage fees, and other recurring costs associated with the proposed solution.
- 18.10 The Successful Proponent shall provide warranty support, software updates, firmware updates, technical assistance, and replacement parts support for the proposed system. Proponents shall identify expected product life cycles, support commitments, and long-term availability of replacement components.
- 18.11 The Successful Proponent shall comply with all applicable federal, provincial, and municipal legislation, regulations, standards, and industry best practices relating to potable water metering, radio communications, privacy protection, cybersecurity, and data management.
- 18.12 It shall be the sole responsibility of the Proponent to fully understand the scope of the Project, the Town's existing metering environment, and the operational requirements associated with the phased implementation of an AMI system. The Town's existing meter inventory information and account estimates are provided for reference purposes only, and proponents shall satisfy themselves as to the suitability of the proposed solution for the Town's intended application.
- 18.13 All products, services, software, communications infrastructure, training, documentation, and support services necessary to provide a complete and operational solution, whether specifically identified within this Request for Proposals or not, shall be deemed included within the Proponent's submission unless clearly identified otherwise.

19.0 CONTRACT / AGREEMENT

- 19.1 Unless otherwise amended in writing, selection of a proposal shall be binding upon the Successful Proponent and the requirements, conditions, and commitments contained within this Request for Proposals shall form part of the resulting Contract.
- 19.2 The Town is not obligated to accept the lowest priced proposal or any proposal submitted. Award will be based on best overall value, technical merit, lifecycle suitability, operational considerations, and available funding.

- 19.3 Selection of a proposal does not guarantee execution of a Contract. Selection initiates the process of negotiation, clarification, and formal agreement preparation.
- 19.4 No alteration, substitution, or modification to Contract terms shall be binding unless approved in writing by the Town.
- 19.5 The Town intends to execute a formal agreement with the Successful Proponent within approximately thirty (30) days of award.

20.0 INTELLECTUAL PROPERTY & OWNERSHIP OF MATERIALS

- 20.1 All customer information, meter readings, consumption data, alarm data, configuration data, reports, analytics, GIS data, historical records, system-generated information, and any other data collected, generated, transmitted, or stored as part of the proposed solution shall remain the sole and exclusive property of the Town of Amherst.

The Successful Proponent shall not acquire any ownership interest in Town data by virtue of providing equipment, software, communications infrastructure, hosting services, implementation services, or technical support.

- 20.2 The Town shall have unrestricted access to all system data throughout the term of the Contract.

The Successful Proponent shall provide the Town with the ability to:

- View and retrieve all data.
- Export all data in commonly accepted electronic formats.
- Generate reports without vendor assistance.
- Access historical consumption information.
- Access alarm and event records.
- Access system configuration information.

No fees shall apply to routine access to Town-owned data.

- 20.3 Upon request by the Town, expiration of the Contract, termination of the Contract, or replacement of the proposed system, the Successful Proponent shall provide a complete export of all Town data in a non-proprietary and industry-recognized format.

The Successful Proponent shall cooperate with the Town and any replacement service provider to facilitate the orderly transfer of data without interruption to municipal operations.

- 20.4 The Successful Proponent shall clearly identify all software licensing requirements associated with the proposed solution.

The proposal shall clearly identify:

- Perpetual licenses.
- Subscription licenses.
- Annual maintenance fees.
- Hosted service fees.
- Cloud service fees.
- User licensing limitations.
- Additional module costs.

Any limitations affecting future use of the system shall be disclosed within the proposal.

- 20.5 The Successful Proponent shall retain ownership of pre-existing proprietary software, firmware, manufacturing processes, product designs, patents, copyrights, trademarks, and other intellectual property associated with its products and services.

Nothing contained within this Contract shall transfer ownership of such proprietary intellectual property to the Town.

- 20.6 The Successful Proponent shall provide complete documentation required for the operation, maintenance, administration, and support of the proposed system, including:

- Meter specifications.
- Communications architecture.
- Network design documentation.
- Software administration guides.
- User manuals.
- Training materials.
- Installation procedures.
- Warranty documentation.
- Maintenance requirements.

- 20.7 The Town strongly prefers an open architecture solution. Proponents shall clearly identify any proprietary restrictions that could limit future expansion, interoperability, integration, equipment replacement, software migration, data extraction, or the use of third-party products.

The Town reserves the right to consider vendor lock-in risks as part of its evaluation of proposals.

- 20.8 The Successful Proponent shall identify all cybersecurity measures incorporated into the proposed solution, including:

- Data encryption.
- User authentication.
- Access controls.
- Password management.
- Audit logging.
- Security patch management.
- Vulnerability management.
- Backup and recovery procedures.

Where cloud-hosted services are proposed, the data must be stored on services located in Canada.

- 20.9 The Successful Proponent shall provide sufficient access to interfaces, APIs, data exchange mechanisms, and integration tools necessary to allow the Town to integrate the proposed solution with future municipal systems, including billing, GIS, asset management, customer service, and reporting systems.

- 20.10 The provisions of this section relating to data ownership, data access, data portability, confidentiality, and cybersecurity shall survive the expiration, termination, or completion of the Contract.

- 20.11 The Successful Proponent shall provide the Town with the ability to export all meter, customer, consumption, alarm, event, configuration, and historical data at any time without restriction and without additional licensing, access, extraction, or data retrieval fees.

At a minimum, the proposed solution shall support data export in commonly accepted and non-proprietary formats including:

- CSV (Comma Separated Values)
- Microsoft Excel (.xlsx)
- PDF reports
- Open database formats, where applicable
- Application Programming Interfaces (APIs) or other industry-standard integration methods

The Town shall not be required to purchase additional software modules, licenses, subscriptions, consulting services, or proprietary tools to access, retrieve, export, or transfer Town-owned data.

Proponents shall clearly identify any limitations, restrictions, dependencies, or third-party requirements associated with data extraction, system integration, migration, or interoperability.

The Town reserves the right to consider data accessibility, interoperability, and vendor lock-in risks as part of the proposal evaluation process. The inability to provide unrestricted access to Town-owned data may be considered a material deficiency in a proposal.

21.0 CANCELLATION OF CONTRACT

- 21.1 Where the Successful Proponent fails to comply with the requirements, specifications, timelines, obligations, or Contract conditions associated with this project, the Town reserves the right to terminate the Contract following written notice.

This includes, but is not limited to:

- Failure to supply equipment within agreed delivery schedules.
- Failure to provide software, communications infrastructure, or support services as proposed.
- Failure to provide required training or implementation support.
- Failure to maintain warranty obligations.
- Failure to provide technical support within committed response times.
- Repeated service deficiencies.
- Failure to correct identified deficiencies within a reasonable timeframe.
- Failure to comply with applicable laws, regulations, or industry standards.
- Material misrepresentation within the proposal.
- Insolvency, bankruptcy, receivership, or other significant financial impairment affecting the Proponent's ability to perform the Contract.

The Town shall assess performance throughout the project and may issue written deficiency notices requiring corrective action.

- 21.2 Where critical project personnel identified within the submission become unavailable and suitable replacements acceptable to the Town cannot be provided, the Town may terminate the Contract upon written notice.

- 21.3 Where project funding becomes unavailable, insufficient, delayed, or materially changed, the Town reserves the right to terminate the Contract.

22.0 PAYMENT TERMS & INVOICING

- 22.1 The Town's standard payment terms are thirty (30) days. Alternative payment structures may be negotiated and incorporated into the executed Contract.
- 22.2 Invoices shall be submitted electronically to the Town contact identified within the Contract.
- 22.3 Invoices shall include:
- Company name and HST number
 - Invoice date and number
 - RFP number
 - Progress claim number
 - Work completed by percentage or milestone
 - Subtotal before HST
 - HST amount
 - Summary of work completed
 - Supporting documentation requested by the Town.
- 22.4 A statutory holdback or project holdback structure may apply as defined within the Contract.
- 22.5 Payments shall be limited to approved work completed.
- 22.6 The Town reserves the right to verify work progress, commissioning progress, testing results, and compliance prior to release of payment.
- 22.7 Prepayments and proforma invoices shall not be accepted unless expressly approved by the Town.
- 22.8 Extra work, contingency usage, or scope modifications shall require prior written approval through the Town's change management process.
- 23.0 RIGHTS OF THE TOWN**
- 23.1 Based on funding, operational requirements, or project priorities, the Town reserves the right to add, remove, revise, phase, or negotiate components of the project.
- 23.2 The Town reserves the right to award based upon evaluation criteria and best overall value rather than pricing alone.
- 23.3 The Town reserves the right to contact references and independently verify qualifications, technical competence, project history, and performance.
- 23.4 The Town reserves the right to determine acceptability of deviations, substitutions, alternate systems, or equivalent equipment.
- 23.5 The Town reserves the right to make interim operational arrangements where contractor performance, labour disruption, force majeure events, or other circumstances affect project execution.
- 23.6 The Town reserves the right not to award this Request for Proposals for budgetary, technical, operational, procurement, or other reasons.

- 23.7 The Town reserves the right to terminate agreements where ownership, financial status, licensing status, or legal standing of the service provider materially changes.
- 23.8 Issuance of this Request for Proposals does not obligate the Town to enter into a Contract.

24.0 REVISION OF PROPOSAL SUBMISSION

- 24.1 The Town reserves the right to amend this Request for Proposals prior to closing through issuance of written addenda.
- 24.2 Proposal revisions may only occur in accordance with procedures established by the Town prior to closing.

25.0 LOCAL PREFERENCE

- 25.1 Local preference shall apply in accordance with the Town of Amherst Procurement Policy where applicable and where not restricted by the Canadian Free Trade Agreement (CFTA), Atlantic Trade and Procurement Partnership (ATPP), or other governing procurement legislation.

26.0 TIME / COMPLETION / DELIVERY

- 26.1 Time is of the essence. Proponents shall carefully consider all manufacturing, procurement, delivery, implementation, training, software deployment, communications infrastructure, and support requirements prior to submitting a proposal.
- 26.2 The Successful Proponent shall provide a detailed implementation schedule identifying major milestones including:
- Contract award.
 - Project kickoff meeting.
 - Software deployment.
 - Communications infrastructure deployment.
 - Initial meter deliveries.
 - Training sessions.
 - Pilot implementation, if applicable.
 - Annual meter replacement targets.
 - Full system commissioning.
 - Final project completion.
- 26.3 The proposed solution shall support a phased implementation approach that allows the Town to progressively replace existing water meters over a period of up to five (5) years while maintaining uninterrupted billing and meter reading operations.

27.0 ERRORS

- 27.1 Proposals received shall be considered final.
- 27.2 In the event of mathematical discrepancies, the Town reserves the right to determine the governing value or seek clarification.

28.0 FORM

- 28.1 Proposals must be properly signed and submitted in the prescribed format.
- 28.2 Qualifications, exclusions, limitations, or conditional pricing may result in rejection.

29.0 LIABILITY

- 29.1 The Proponent acknowledges its status as an independent contractor and agrees to indemnify, protect, and save harmless the Town from claims, liabilities, damages, costs, or actions arising from performance of the work.
- 29.2 Claims arising during the Contract shall be documented and addressed promptly.
- The Town reserves the right to withhold payment where unresolved claims, deficiencies, insurance matters, regulatory issues, or safety concerns remain outstanding.

30.0 PLANNING / PREDESIGN

- 30.1 Following award of the Contract, the Successful Proponent shall work with the Town to develop a detailed implementation plan identifying project milestones, equipment delivery schedules, software deployment activities, communications infrastructure requirements, training requirements, and implementation timelines. The implementation plan shall include roles and responsibilities, key deliverables, and procedures for monitoring progress throughout the Project.
- 30.2 The Successful Proponent shall provide all training, technical support, software configuration, and implementation assistance necessary to ensure successful deployment of the proposed solution. This shall include system administration training, meter programming and commissioning support, software training, troubleshooting assistance, and integration support for any interfaces between the AMI system and the Town's existing software platforms.
- 30.3 Upon completion of implementation activities, the Successful Proponent shall provide all documentation necessary for the operation and administration of the system, including meter specifications, software manuals, communication network documentation, user guides, warranty information, training materials, support contact information, data export procedures, and system configuration documentation. All customer, consumption, and metering data collected through the system shall remain the property of the Town and shall be made available to the Town in accordance with the requirements of this Request for Proposals.

31.0 SAFETY

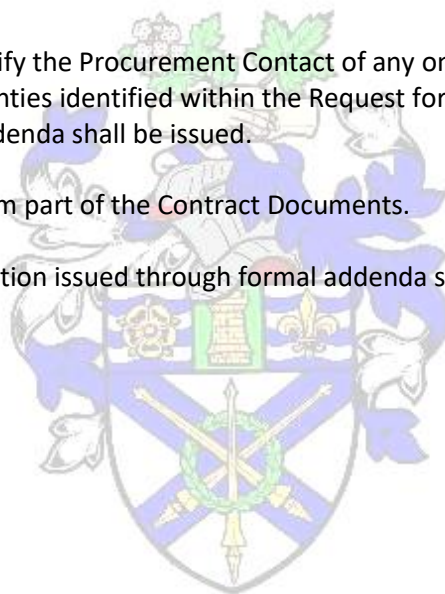
- 31.1 The Successful Proponent shall comply with all applicable federal, provincial, and municipal health and safety legislation, regulations, and industry standards applicable to the performance of the Contract.
- 31.2 Where the Successful Proponent, its employees, agents, or subcontractors attend Town facilities or work sites, they shall conduct all activities in a safe manner and shall be responsible for the health and safety of their personnel and equipment.
- 31.3 The Successful Proponent shall immediately notify the Town of any incident, accident, property damage, or safety concern arising from the performance of the Contract and shall take all reasonable measures necessary to prevent further occurrence.

32.0 INDEMNITY

- 32.1 The Successful Proponent shall indemnify and save harmless the Town of Amherst, its elected officials, employees, agents, consultants, and representatives from and against any claims, demands, damages, losses, costs, expenses, actions, or liabilities arising from the negligence, errors, omissions, misconduct, or breach of contract by the Successful Proponent, its employees, agents, suppliers, or subcontractors in the performance of the Contract.
- 32.2 The Successful Proponent shall remain fully responsible for all products, software, communications infrastructure, equipment, technical services, training, implementation support, and subcontracted services provided under the Contract until such time as they are accepted by the Town. The Successful Proponent shall promptly correct, at its own expense, any deficiencies attributable to its products, services, workmanship, or failure to meet the requirements of the Contract.

33.0 CLARIFICATION & ADDENDA

- 33.1 Proponents shall notify the Procurement Contact of any omissions, ambiguities, discrepancies, conflicts, or uncertainties identified within the Request for Proposals. Where clarification is required, written addenda shall be issued.
- 33.2 All addenda shall form part of the Contract Documents.
- 33.3 Only written information issued through formal addenda shall be considered binding.



34.0 SCOPE OF WORK

The Town of Amherst intends to implement a phased Water Meter Replacement Program and Advanced Metering Infrastructure (AMI) system to improve meter reading efficiency, billing accuracy, customer service, water accountability, leak detection capabilities, and utility operations.

The Town currently services approximately 3,669 metered accounts and intends to transition from its existing meter inventory to ultrasonic metering technology and an AMI-enabled reading environment over a period of approximately five (5) years.

The Successful Proponent shall provide all equipment, software, communications infrastructure, implementation support, training, warranty services, and technical assistance necessary to supply a complete and operational AMI solution.

34.1 The Successful Proponent shall provide:

- Ultrasonic water meters.
- Meter communication devices and endpoints.
- AMI communications infrastructure.
- Meter data management software.
- Reporting and analytics tools.
- Mobile meter reading capability during transition.
- Training and technical support.
- Warranty services.
- Documentation and implementation assistance.

The proposed system shall provide a complete and integrated solution capable of supporting the Town's long-term water utility needs.

34.2 The existing metered accounts consist of approximately:

- 2,806 Neptune meters.
- 470 Sensus meters.
- 393 Master Meter units.

Approximately 330 services are currently equipped with MXU capability while the balance of the system relies upon manual reading methods.

Proponents shall review the existing metering environment and identify any considerations necessary to support a phased implementation approach.

34.3 The Successful Proponent shall supply ultrasonic water meters suitable for potable water service. At a minimum, the proposed meters shall:

- Utilize ultrasonic measuring technology.
- Contain no moving measuring components.
- All meters shall meet or exceed AWWA C715 accuracy requirements and applicable Measurement Canada requirements where applicable.
- Be approved for use in Canada.
- Support leak detection.

- Support reverse flow detection.
- Support tamper detection.
- Support remote reading capability.
- Include an integrated or compatible communication endpoint.
- Have a minimum design battery life of twenty (20) years.

Meters shall be available in sizes ranging from:

- 5/8"
- 3/4"
- 1"
- 1½"
- 2"
- 3"
- 4"

- 34.4 The Successful Proponent shall provide all communications infrastructure required to establish a fully functioning AMI or AMR system.

The proposal shall clearly identify:

- All communications equipment shall comply with Innovation, Science and Economic Development Canada (ISED) requirements and applicable radio frequency regulations.
- Network architecture.
- Communications methodology.
- Data transmission requirements.
- Collectors, gateways, repeaters, and related equipment.
- Cellular requirements, if applicable.
- Coverage requirements.
- Reliability expectations.
- Cybersecurity features.

The Town may consider fixed network AMI systems, hybrid systems, or equivalent solutions capable of meeting the requirements of this RFP.

- 34.5 The Successful Proponent shall provide meter data management software capable of supporting municipal utility operations. The software shall include:
- Meter reading management.
 - Consumption reporting.
 - Historical data storage.
 - Alarm management.
 - Leak detection reporting.
 - Data export capabilities.
 - User access controls.
 - Audit logging.
 - System administration functions.

Proponents shall describe all software licensing, hosting, subscription, support, and maintenance requirements.

- 34.6 The Town anticipates completing the majority of meter installations utilizing municipal staff. The Successful Proponent shall provide:

- Installation procedures.
- Meter programming procedures.
- Deployment recommendations.
- Activation procedures.
- Commissioning support.
- Quality assurance procedures.
- Troubleshooting assistance.
- Technical guidance throughout implementation.

The Successful Proponent shall provide recommendations regarding annual meter replacement targets and deployment sequencing.

- 34.7 The Successful Proponent shall provide comprehensive training programs for Town personnel. Training shall include:

- System administration.
- Software operation.
- Meter programming.
- Meter activation.
- Reporting functions.
- Network management.
- Troubleshooting procedures.
- Routine maintenance requirements.

Training materials shall become the property of the Town.

- 34.8 The Successful Proponent shall identify all available integration capabilities associated with the proposed system. The proposal shall identify:

- Proponents shall identify all existing municipal billing system integrations currently supported and describe the proposed integration methodology for the Town's billing software.
- GIS integration capabilities.
- API availability.
- Data export formats.
- Reporting interfaces.
- Third-party software compatibility.

The Town reserves the right to require future integration with municipal software systems.

- 34.9 All customer information, meter reading information, consumption records, alarm data, and system-generated data shall remain the sole property of the Town of Amherst. The Successful Proponent shall provide:

- Secure user authentication.
- Role-based access controls.
- Data encryption methods.
- Audit logging capabilities.
- Data backup procedures.
- Disaster recovery procedures.

The Successful Proponent shall provide unrestricted access to Town-owned data throughout the term of the Contract.

34.10 The Successful Proponent shall provide:

- Meter warranty information.
- Battery warranty information.
- Software support commitments.
- Firmware update procedures.
- Technical support services.
- Replacement parts availability.

Proponents shall identify expected product lifespan and long-term support commitments.

34.11 At the completion of implementation activities, the Successful Proponent shall provide:

- System documentation.
- Communications network documentation.
- Software administration manuals.
- User guides.
- Training materials.
- Warranty documentation.
- Data export procedures.
- Support contact information.
- Recommended maintenance procedures.

All documentation shall be provided in electronic format and shall become the property of the Town upon completion of the Project.

35.0 EVALUATION

35.1 An evaluation committee shall evaluate proposals. Compliant proposals shall be evaluated using the following criteria:

Criteria	Weight
Technical Solution and System Functionality	30%
Experience, References and Vendor Stability	20%
Support, Training and Warranty	20%
Cost and Overall Value	30%

In order to advance beyond the evaluation cycle, a total overall score of 70 must be achieved.

35.2 Technical Solution and System Functionality

Evaluation will consider:

- Suitability of the proposed ultrasonic water meters.
- Accuracy and reliability of the metering technology.
- AMI communications architecture.
- Meter data management capabilities.
- Reporting and analytics functionality.
- Leak detection capabilities.
- Reverse flow detection capabilities.
- Alarm and notification features.
- Data accessibility and export capabilities.
- Cybersecurity features.
- Scalability of the proposed system.
- Compatibility with municipal utility operations.
- Long-term lifecycle value.

35.3 Experience, References and Vendor Stability

Evaluation will consider:

- Municipal water utility experience.
- Similar AMI or AMR implementations.
- Ultrasonic meter deployment experience.
- Performance of referenced projects.
- Atlantic Canadian experience.
- Financial stability.
- Availability of local or regional support resources.
- Long-term commitment to the proposed technology.

35.4 Support, Training and Warranty

Evaluation will consider:

- Technical support resources.
- Customer service capabilities.
- Training programs.
- Software support.
- Firmware update process.
- Warranty coverage.
- Availability of replacement parts.
- Service response commitments.
- Long-term product support strategy.

35.5 Cost and Overall Value

Evaluation will consider:

- Meter pricing.
- Communication infrastructure costs.
- Software licensing costs.
- Subscription fees.
- Training costs.
- Long-term operating costs.
- Lifecycle costs.
- Overall value to the Town.

The lowest-priced compliant proposal will receive the maximum available points for price. All other proposals will receive a prorated score based on the following formula:

Lowest bid will receive highest score of 30%

Next lowest bid will be divided into the lowest bid x 30 %

Next lowest bid will be divided into the lowest bid x 30 % and so on

35.6 Demonstrations and Interviews

The Town reserves the right to invite selected proponents to participate in:

- Product demonstrations.
- Software demonstrations.
- Technical presentations.
- Interviews.
- Reference review discussions.

Where conducted, the results of demonstrations and interviews may be incorporated into the final evaluation score.

36.0 CONDITIONS OF PURCHASE

- 36.1 The Successful Proponent warrants that all equipment, software, communications infrastructure, materials, and services supplied under this Contract shall be new, free from defects, fit for their intended purpose, and provided in a professional and workmanlike manner.
- 36.2 The Successful Proponent shall honor all manufacturer warranties and shall promptly repair, replace, or correct any defective products, software, or services at no additional cost to the Town during the applicable warranty period.

37.0 TERMINATION

37.1 Termination of Convenience

The Town may terminate the Contract where deemed to be in its best interest. Reasonable costs incurred to date may be considered.

- 37.2 Termination of Default
Failure to perform Contract obligations may constitute grounds for termination. Payments may be withheld pending resolution of deficiencies.

38.0 CONTACT

- 38.1 All enquiries relating to this Request for Proposals shall be directed IN WRITING to:
Name: Kim Jones, Deputy CAO
Email: procurement@amherst.ca
- 38.2 Questions resulting in clarification shall be addressed through formal addenda posted through standard procurement channels.
- 38.3 The Town of Amherst has the right to reject any vendor that is found to be in communication with a Town staff member other than the contact above. The Town will not, and cannot be held responsible for, any information used within a proposal that has not been communicated through this RFP, an addendum issued by Town staff specific to this RFP, and/or including information heard or communicated at any site visit.

39.0 WARRANTY

- 39.1 Title to all materials and equipment shall be furnished free and clear of all liens, charges or other encumbrances.
- 39.2 Upon written notice during the warranty/guarantee period, immediately replace, repair or otherwise make good all defective work, materials or equipment at no additional cost to the Town.
- 39.3 The Town of Amherst will not pay travel time, mileage, accommodation, or other travel-related expenses associated with warranty service, warranty repairs, warranty inspections, software support, technical support, or corrective work required as a result of defects in equipment, software, workmanship, or services supplied under this Contract.

40.0 PROPRIETARY INFORMATION

- 40.1 As proposals may be forwarded/reviewed by Council at public meetings, all proprietary information within your submission needs to be identified clearly, so all parties are aware of its proprietary nature. Preferred method would be yellow highlighting.

41.0 BUDGET

- 41.1 The Town has established a fixed budget for this project. Proponents shall submit their best value solution that maximizes:
- Meter accuracy and reliability;
 - Long-term lifecycle value;
 - Operational efficiency;
 - Ease of implementation;
 - Software functionality;
 - Data accessibility;

- Customer service capabilities;
- Technical support; and
- Long-term sustainability of the proposed solution.

The Town reserves the right to negotiate scope adjustments, value options, alternate solutions, or phased implementation approaches as necessary to align with available project funding.

42.0 PROPOSAL MANDATORIES

42.1 Each Proposal MUST include the following:

- Signed Form of Proposal.
- Signed Attachment "A" – Atlantic Standard Terms and Conditions.
- Company profile and corporate background.
- Description of the proposed AMI system architecture.
- Description of the proposed ultrasonic metering technology.
- Technical specifications for all proposed meters, endpoints, communications equipment, and software.
- Detailed implementation and deployment plan.
- Training and support plan.
- Warranty information.
- Cybersecurity and data management information.
- Description of software licensing, hosting, subscription, and maintenance requirements.
- Identification of any subcontractors proposed for the Project.
- Minimum three (3) municipal references for comparable AMI, AMR, or water metering projects completed within the last five (5) years.
- Completed Pricing Schedule(s).
- Acknowledgement of all addenda issued by the Town.
- Any assumptions, exclusions, or deviations from the requirements of this Request for Proposals.

42.2 Proponents shall clearly identify any optional products, services, software modules, customer portals, analytics tools, extended warranties, support programs, or other value-added services that may be available to the Town.

42.3 Failure to provide the information requested in this section may result in the Proposal being deemed incomplete and may affect the Proponent's evaluation score or result in rejection of the Proposal.

42.4 The Town reserves the right to request clarification, additional information, product demonstrations, software demonstrations, technical presentations, or reference information from any Proponent during the evaluation process. Failure to provide requested information within the timeframe specified by the Town may result in the Proposal no longer being considered for award.

ATTACHMENT "A"

[Standard Terms and Conditions – The Council of Atlantic Premiers \(cap-cpma.ca\)](https://cap-cpma.ca/atlantic-supplier-development/standard-terms-and-conditions/)
<https://cap-cpma.ca/atlantic-supplier-development/standard-terms-and-conditions/>

NOTE: These Terms and Conditions and the Supplements for the Town of Amherst shall apply to those documents that reference them specifically. In the event of any conflict or disagreement between these Terms and Conditions and the Invitation documents, the Invitation documents have precedence and will be assumed to be correct.

These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations.

If Proponents have questions regarding any of these Terms and Conditions, they must call the contact person named on the Invitation form.

To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the Invitation documents will reference any such documents, in addition to these Terms and Conditions.

Failure to completely comply with these Terms and Conditions could cause the Proponent's Proponent to be disqualified.

AS EVIDENCE OF THE PROPONENT'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT A AND HAS ACCORDINGLY READ THE ATLANTIC STANDARD TERMS AND CONDITIONS, THE PROPONENT HAS EXECUTED AND DELIVERED THIS ATTACHMENT A, AS AN INTEGRAL PART OF ITS TENDER FORM IN THE MANNER AND SPACE SET OUT BELOW:

Authorized Signatory for the Proponent

Date

Print Name and Title

PROPOSAL FORM

All prices shall be quoted in Canadian Dollars and shall **exclude HST**.

SCHEDULE "A" – UNIT PRICING

DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
5/8" Ultrasonic Meter c/w with Endpoint	239	\$	\$
3/4" Ultrasonic Meter c/w with Endpoint	13	\$	\$
1" Ultrasonic Meter c/w with Endpoint	25	\$	\$
1 1/2" Ultrasonic Meter c/w with Endpoint	16	\$	\$
2" Ultrasonic Meter c/w with Endpoint	24	\$	\$
3" Ultrasonic Meter c/w with Endpoint	9	\$	\$
4" Ultrasonic Meter c/w with Endpoint	4	\$	\$
Total Excluding Taxes			\$

SCHEDULE "B" – AMI / AMR INFRASTRUCTURE PRICING

DESCRIPTION	LUMP SUM PRICE
AMI Network Infrastructure	\$
Gateways / Collectors	\$
Repeaters (if applicable)	\$
Communications Equipment	\$
Network Setup and Configuration	\$
System Commissioning	\$
Total Excluding Taxes	\$

SCHEDULE “C” – SOFTWARE AND LICENSING

DESCRIPTION	LUMP SUM PRICE
Meter Data Management Software	\$
Initial Software Licensing	\$
Software Configuration and Setup	\$
Integration Services	\$
Training	\$
Year 1 Software Support and Maintenance	\$
Total Excluding Taxes	\$

SCHEDULE “D” – RECURRING ANNUAL COSTS

DESCRIPTION	LUMP SUM PRICE
Software Subscription Fees	\$
Cloud Hosting Fees (if applicable)	\$
Communication Service Fees	\$
Software Support and Maintenance	\$
Customer Portal (if applicable)	\$
Total Excluding Taxes	\$

DESCRIPTION	PRICE (Excluding Taxes)
Total Initial System Cost (Totals of Schedules A, B, & C)	\$
Total Annual Recurring Costs (Total of Schedule D)	\$
Earliest Guaranteed Water Meter Delivery Date	

- ☐ Attachment A Signature page included in submission
☐ All mandatory documentation as required
☐ Addenda # _____ acknowledged

SIGNATURES

DATED THIS _____ DAY OF _____, 2026

[Seal]

Name of Firm Tendering

Signature of Signing Officer

Name and Title of Signing Officer (Printed)

Witness

Name and Title (Printed)

Witness

Name and Title (Printed)

Full Company Address, with Postal Code

Telephone No.

****NOTE:** Proposals submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent.