

Section Cover Page

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Section 01 62 00
Product Options and Substitutions

This Section specifies the department's policy. Always include this Section in project specifications.

This Master Specification Section contains:

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- .2 Specification Section Text:
 - .1 Related Requirements
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Editing: Use this Section as is; do not modify in any way.

Following is a summary of the department's policy on substitutions:

- .1 Substitutions will be considered **only** for those products specified by the proprietary method ie. where a product trade name and/or the name of a particular manufacturer is specified and substitutions are acceptable.
- .2 Bidders may base their tenders on substitutions provided that such substitutions are equivalent or superior in all respects to the named product(s). Bidders have the sole responsibility for making this determination during the bidding period.
- .3 Minister will not consider requests for approval of substitutions during bidding period.
- .4 Substitutions will be evaluated and approved or rejected after award of contract.
- .5 Should a substitution be rejected by the Minister, the Contractor is required to provide a named product and/or manufacturer or another product and/or manufacturer acceptable to the Minister, at no extra cost.

1. RELATED REQUIREMENTS

- .1 Substitutions during bidding period: Instructions to Bidders.

2. DEFINITIONS

- .1 Proprietary specification means a specification which includes one or more proprietary names of products or manufacturers, or both, and may also include descriptive, reference standard, or performance requirements, or any combination thereof.
- .2 Non-proprietary specification means a specification which includes descriptive, reference standard or performance requirements, or any combination thereof, but does **not** include proprietary names of products or manufacturers.
- .3 Substitution means a product or manufacturer not specified by proprietary name which may be acceptable in place of a product or manufacturer which is specified by proprietary name.

3. PRODUCT OPTIONS

- .1 For products specified by non-proprietary specification:
 - .1 select any product by any manufacturer, which meets requirements of Contract Documents.
- .2 For products specified by proprietary specification:
 - .1 select any product or manufacturer named, or
 - .2 substitute an unnamed product or manufacturer in accordance with Article 4. of this Section.
- .3 For products specified by proprietary specification and accompanied by words indicating that substitutions will not be accepted:
 - .1 select any product or manufacturer named; substitutions are not permitted.

4. SUBSTITUTIONS

- .1 Substitute Products: Where substitute products are permitted, unnamed products will be accepted by the Minister, subject to the following:
 - .1 Substitute products shall be the same type as, be capable of performing the same functions as, and meet or exceed the standards of quality and performance of the named product(s). Substitutions shall not require revisions to Contract Documents nor to work of Other Contractors.

- .2 Substitute Manufacturers: Where substitute manufacturers are permitted, unnamed manufacturers will be accepted by the Minister, subject to the following:
 - .1 Substitute manufacturers shall have capabilities comparable to those of the named manufacturer(s). Substitutions shall not require revisions to Contract Documents nor to work of Other Contractors.
- .3 In making a substitution Contractor represents that:
 - .1 he has investigated substitute product or manufacturer, or both, and has determined that it meets the criteria specified in 4.1 or 4.2, or both, and
 - .2 he will make any changes to the Work necessitated by the substitution as required for the Work to be complete in all respects, and
 - .3 he waives claims for additional costs and time caused by substitution which may subsequently become apparent.
- .4 Substitutions shall not be ordered nor installed without Minister's acceptance.
- .5 If in Minister's opinion, a substitution does not meet requirements of Contract Documents, Contractor shall, at no extra cost to Minister, provide a product which, in Minister's opinion, does meet requirements of Contract Documents.

5. PROPRIETARY SPECIFICATIONS

- .1 Notwithstanding specified proprietary names of either or both products or manufacturers, products provided shall meet other applicable requirements of Contract Documents. Modify products if necessary to ensure compliance with all requirements of Contract Documents.

6. CHANGES TO ACCEPTED PRODUCTS AND MANUFACTURERS

- .1 Products and manufacturers accepted by Minister for use in performance of Work of Contract shall not be changed without Minister's written consent.
- .2 Submit requests to change accepted products and manufacturers to Minister in writing, including product data indicated in article 7.

7. PRODUCT DATA

- .1 When requested by Minister, submit complete data substantiating compliance of a product with requirements of Contract Documents. Include the following:
 - .1 Product identification, including manufacturer's name and address.
 - .2 Manufacturer's literature providing product description, applicable reference standards, and performance and test data.

- .3 Samples, as applicable.
- .4 Name and address of projects on which product has been used and date of each installation.
- .5 For substitutions and requests for changes to accepted products, include in addition to the above, the following:
 - .1 Itemized comparison of substitution with named product(s). List significant variations.
 - .2 Designation of availability of maintenance services and sources of replacement materials.

END OF SECTION