

1.0 GENERAL

1.1 DEFINITIONS

- .1 “Proprietary Specification” means a specification that lists one or more proprietary names of products or manufacturers and may also include descriptive language, references to standards, or lists performance requirements, or any combination thereof.
- .2 “Non–proprietary Specification” means a specification that uses descriptive language, references to standards, or lists performance requirements, or any combination thereof, but does not include proprietary names of products or manufacturers.
- .3 “Substitute Product” means a product not specified by proprietary name that may be acceptable in place of a product which is specified by proprietary name.
- .4 “Substitute Manufacturer” means a manufacturer not specified by proprietary name that may be acceptable in place of manufacturer which is specified by proprietary name.
- .5 “Substitution” means a Substitute Product or Substitute Manufacturer.

1.2 PRODUCT OPTIONS

- .1 For products specified by Non–proprietary Specification:
 - .1 select any product by any manufacturer that meets the requirements of the Contract Documents.
- .2 For products specified by Proprietary Specification:
 - .1 select any product or manufacturer named; or
 - .2 select a substitute product or manufacturer in accordance with clause 1.3.
- .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 will not be permitted.

1.3 SUBSTITUTIONS

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

- .1 Substitute Manufacturers shall have capabilities comparable to those of the named manufacturer(s). Substitute Manufacturers shall not require revisions to the Contract Documents nor to work of Other Contractors.
- .3 Do not order or install Substitutions without the Minister's authorization.
- .4 If, in the Minister's opinion, a Substitution does not meet the requirements of the Contract Documents, provide a product that, in the Minister's opinion, does meet the requirements of the Contract Documents.

1.4 CHANGES TO AUTHORIZED PRODUCTS AND MANUFACTURERS

- .1 Do not change products or manufacturers, authorized by the Minister for use in performance of the Work, without the Minister's written authorization.
- .2 Submit requests to change authorized products and manufacturers to the Minister in writing, including the product data indicated in clause 1.5.

1.5 PRODUCT DATA

- .1 When requested by the Minister, submit complete data substantiating compliance of a product with the requirements of the Contract Documents. Include the following:
 - .1 Product identification, including the 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 where the product has been used and the date of each installation.
 - .5 For Substitutions and requests for changes to authorized products, include, in addition to the above, the following:
 - .1 Itemized comparison of the substitution with the named product(s). List significant variations.
 - .2 Availability of maintenance services and sources of replacement products and parts.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

END OF SECTION