



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS

**To Perform Energy Audits and
Energy Performance Contract Services
University of Maine System**

RFP # 21-08

ISSUE DATE:
April 24, 2008

PROPOSALS MUST BE RECEIVED BY:
May 15, 2008

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System (UMS), in the interest of increasing energy efficiency, updating infrastructure, and reducing environmental impacts is seeking proposals from qualified vendors to conduct investment grade energy audits for certain buildings within the University of Maine System, identified below, and to provide contract options for potential follow-up energy performance contracting services.

This Request for Proposals (RFP) provides instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 University's Consultant: The University of Maine System has contracted with Competitive Energy Services (CES) to assist with the development of this RFP, evaluation and selection of contractor(s). The RFP and resulting contract(s) are the University's, therefore the RFP is issued by the University and proposals are to be sent to the University, however vendors will notice that for certain matters such as vendor questions, the initial point-of-contact is CES.
- 1.3 Background: Established in 1968, the University of Maine System oversees the seven individual universities and ten regional outreach centers that comprise Maine's public university system. Over the past few years, UMS schools have seen rising energy costs, compounded by increasing student energy usage, historic buildings, and outmoded equipment. Furthermore, UMS universities have pledged to reduce greenhouse gas emissions and implemented "green campus" initiatives. Energy audits are needed to further the objectives of these initiatives.
- 1.4 Scope: Energy audits will be performed at the seven UMS campuses throughout the state and the Maine Maritime Academy, located in Castine, Maine. The buildings to be audited have been identified by each campus except for the University of Southern Maine (USM), which is allowing the selected firm to have input on the building to be audited. Descriptions of the selected buildings can be found in Appendix A. Because of the dispersed nature of the locations, the campuses have been divided into four regions for bidding purposes: North Region (UM-Fort Kent and UM-Presque Isle); Central Region One (University of Maine, Orono); Central Region Two (Maine Maritime Academy, University College of Bangor, and UM-Machias); and South Region (University of Southern Maine and UM-Farmington). Vendors must submit bids for all campuses in a region and may submit bids for more than one region. A single vendor or multiple vendors may be selected to fulfill this RFP.

For each building, the vendor will conduct an energy audit and provide a comprehensive energy efficiency and guaranteed savings report. The Audit Report will include a study of the existing energy/utility systems serving the building; identify measures to maximize energy cost savings as well as minimize operational and maintenance costs; assess the economic and technical feasibility of suggested measures; and project the estimated savings from the implementation of each measure.

Energy Audits will be conducted within thirty (30) days and Final Audit Reports are due within sixty (60) days of contract award.

Additional energy audits may be conducted, at the discretion of the campuses, after the initial audit.

In addition to the Audit Report, each vendor is required to provide a proposed Energy

Performance Contract template for the implementation and maintenance of the measures in the Audit Report, and guaranteed cost savings allocation mechanism. Upon review of the proposed Energy Performance Contract Template, each campus, at its own discretion, may elect to retain the vendor for energy performance contract services for one or more facilities on its campus and/or for the auditing of additional buildings. USM, in particular, is interested in entering into a longer-term contract for energy performance services.

1.5 Evaluation Criteria: Proposals will be evaluated on the following criteria, with the weight of each criterion shown below:

- Qualifications and Capability (20%)
 - Firm's size, stability, financial strength, and number of years in business
 - Experience of partners of the firm and qualifications of personnel to be assigned
 - Ability to serve all regions
- Experience and Expertise (30%)
 - Demonstrated experience in performing energy audits, including extent of actual savings with previous projects, project management approach, ability to deal with issues specific to the University of Maine System, and ability to meet schedule
 - Similar work experience in New England and/or for university buildings or facilities
- Technical Approach (20%)
 - The approach proposed for the performance of the audit
 - Overall completeness and quality of the proposed energy Audit Report
- Potential for Future Energy Performance Contract (10%)
 - Previous work showing successful implementation of energy conserving measures
 - Demonstrated ability to provide ongoing maintenance of new equipment
- Cost and Pricing (20%)
 - Cost of performing the Scope of Services proposed
 - Demonstrated ability to perform Scope of Services within proposed budget

1.6 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Michelle Tham
Competitive Energy Services
148 Middle Street, Suite 506
Portland, Maine 04101
(207) 772-6190
(866) 408-4591
mtham@competitiveenergy.com

1.7 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to

- waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.8 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
 - 1.9 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
 - 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
 - 1.11 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
 - 1.12 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
 - 1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
 - 1.14 Proposal Submission: A **SIGNED** original and three (3) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Thursday, May 15, 2008**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.2 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the University of Maine System's Director of Facility Management and Planning. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Start Date, Energy Audit and Final Audit Report Due Dates:** The Contract shall begin June 2, 2008. Energy Audits will be conducted within thirty (30) days and Final Audit Reports are due within sixty (60) days of contract award.
- 2.4 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.5 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within fifteen (15) days the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving thirty (30) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.6 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the University of Maine System's Director of Facility Management and Planning (207-973-3334) or his designee.
- 2.7 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.8 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.9 **Equal Opportunity:** In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or

citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

- 2.10 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.11 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advanced notice.

Further information regarding this policy is available from:

University of Maine System
Sally Dobres
Equal Opportunity Director
(207) 973-3372

- 2.12 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.13 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with Applicable State Law)

4. Professional Liability (Errors and Omissions) \$1,000,000 limit or more

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.14 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 **Contract Administration:** The University of Maine System's Director of Facility Management and Planning (207-973-3334), or his designee, shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 3.2 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator, or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 3.3 **Payments:** Payment will be upon submittal of an invoice to the University of Maine System's Office of Facilities Management, 16 Central Street, Bangor, ME 04401 by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number.
- 3.4 For each building, the Contractor will conduct an energy audit and provide a comprehensive energy efficiency and guaranteed savings report. The Audit Report will include a study of the existing energy/utility systems serving the building; identify measures to maximize energy cost savings as well as minimize operational and maintenance costs; assess the economic and technical feasibility of suggested measures; and project the estimated savings from the implementation of each measure.
- 3.5 Energy Audits will be conducted within thirty (30) days and Final Audit Reports are due within sixty (60) days of contract award.
- 3.6 The Contractor is required to provide a proposed Energy Performance Contract template for the implementation and maintenance of the measures in the Audit Report, and guaranteed cost savings allocation mechanism.

SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

Bidders must submit proposals for all campuses in a region. Bidders may submit proposals for more than one region. The campuses have been divided into four regions:

North Region: UM-Fort Kent and UM-Presque Isle;

Central Region One: University of Maine, Orono;

Central Region Two: Maine Maritime Academy, University College of Bangor, and UM-Machias;

South Region: University of Southern Maine and UM-Farmington

- 4.1 Company and Contact Information: Your company's basic information, including name, address, telephone number, fax number, website, and contact information for personnel assigned to the project.
- 4.2 Company Qualifications: Description of your firm's qualifications and experience, with emphasis on the evaluation criteria.
- 4.3 Scope of Services: A list of the buildings and campuses included in your proposal and a description of your company's proposed Scope of Services in performing energy auditing services for each of these buildings.
- 4.4 Report Format: Description of the Audit Report your company will prepare and deliver to the University.
- 4.5 Project Schedule: A proposed timetable for performance of the audit(s), preparation of the Audit Report and delivery of any other work products.
- 4.6 Project Personnel: Resumes of the project manager and qualifications of personnel to be assigned to perform the Scope of Services. Please include specific information pertaining to the evaluation criteria.
- 4.7 Fees: A complete description of your fees for performing the Scope of Services, including proposed payment terms. Proposals must be submitted in terms of the regions specified in the Scope and Timeframe section (i.e. North, Central One, Central Two, and South Regions). For USM, which has not pre-selected the building to be audited, fee proposals should be submitted in terms of square footage.
- 4.8 Performance Contracting Services: A statement on your company's interest in and potential to provide future energy performance contract services related to the buildings included in your Scope of Services as well as other buildings and facilities located on the various University campuses.
- 4.9 List of References: Provide three (3) to five (5) references for which your company has provided services similar to those in your proposed Scope of Services. Please include a contact name, address, phone number and email address, if available.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

APPENDIX A

Description of buildings

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Maine Maritime Academy – Dismukes Hall

Dismukes Hall is a 50,100 square feet building built in 1872 with a new wing added in 1975. Exterior walls are brick and interior walls are block and/or stud framing. The building is used as the primary classroom building on campus.

The building is heated by a combination of steam and hot water generated by a 1971 HB Smith 15 psi boiler. Controls are primarily old pneumatic systems. Its lighting is primarily old T12 fluorescents with magnetic ballasts throughout. The building also contains approximately 10 exhaust fans, and windows are single pane wood with steel frame

On location there is one 2,000 gallon UST for #2 fuel oil, located at the rear parking lot of the building.

Since original construction, classroom ceilings were lowered (probably) in the 1970's to reduce the amount of energy required to heat the spaces.

Electrical and fuel use are available for this site.



Dismukes Hall

University College of Bangor – Eastport Hall

Eastport Hall was built in 1956 and is 18,680 square ft. It is constructed of masonry, steel and wood, and is used as an academic building with classrooms and labs.

The building's water heating system is a single cast iron boiler with radiant baseboard, unit vents, and one AHU. It has a 2,000 gallon UST and uses # 2 oil. Since original construction, the windows have been insulated and a new EPDM roof with installation rated at R36 has been installed.

Electrical and oil consumption data are available for this building.



Eastport Hall

University of Maine at Fort Kent – Nowland Hall

Nowland Hall is an 8,680 square foot brick and steel building constructed in 1967. This building was built as the dining facilities and used primarily as such.

Nowland Hall is heated with a 39-yr old American Standard cast iron sectional boiler and fired with an 800 CRD Carlin burner. The dining and kitchen area (about 80% of the building) are heated with forced air. The air handling unit is controlled with a seven-day day/night time clock. The rest of the building is heated with baseboard heat (steam convectors).

Other than a few AC window units, this building has no central air conditioning.

In 2002, this campus completed a total lighting retrofit project. All T12 lamps were converted to T8 lamps and all conventional ballasts were replaced with electronic ballasts.

A 6,000-gallon Xerxes double-lined in-ground fiberglass #2 fuel tank is located adjacent to the boiler room. This tank was installed in 1988 and is monitored with a Veeder-Root monitoring system. Nowland Hall burns approximately 15,000 gallons of #2 fuel oil annually.

In 1983, the existing built-up roof was replaced with a General Tire fully adhered EPDM roof. This building has not changed much since its original construction.

Approximately 80% of UMFK campus, including Nowland Hall, is master metered at a single service point. Therefore, electrical usage data is not available. Other fuel information is available.



Nowland Hall

University of Maine at Farmington – Olsen Student Center

The student center is a 55,755 square foot building constructed in two phases in 1965 and 1975. It is constructed of masonry and is used for dining and student services.

The building is heated by a hot water system with air handlers and cooled using chillers. The lighting is fluorescent and was upgraded in 2002.

The building has a 10,000 gallon #2 fuel oil tank UST and a 500 gallon liquid propane UST.

Since original construction, a new HVAC system for the north and south dining halls was installed in 1998 and water conservation alterations were made in 1997.

Electrical and oil consumption data is available for this location.



Olsen Student Center

University of Maine at Machias – Reynolds Center for Lifelong Learning

The Reynolds Center is a 53,460 square foot building built in several phases: the gym was built 1970 and comprises 33,741 square feet; the Sail Loft addition was built in 1993 and comprises 1,200 sq. ft.; the pool addition was built in 1998 and comprises 13,481 sq. ft.; and the Murdock Bookstore was built in 1999, and comprises 5,038 sq. ft. The pool size is 186,000 gallons.

The building is heated with an H.B. Smith 350 boiler, 2.138 MBH. It uses #2 oil and was installed in 1970. On site there is a 6,000 gal, 6' dia. X 9'-5" L oil tank. Both the Sail Loft addition and Murdock Bookstore are heated through a radiant slab system.

Electrical and oil consumption data is available for this location.



Reynolds Center

University of Maine at Presque Isle – Normal Hall

Normal Hall was constructed over one hundred years ago from brick over a wood frame. It is 26,954 square feet and currently houses classrooms and offices. The heating system is steam-based and lighting is fluorescent but has not been upgraded. Normal hall uses # 2 fuel oil from a shared 10,000 gallon tank. Improvements made within the last 20 years include a new roof, additional insulation, and three new classrooms. Within the last 40 years, the windows and interior have been reconfigured.

Normal Hall is not individually metered, but consumption is typical of buildings of this age and type.



Normal Hall

University of Southern Maine

Although the initial energy audit will be for one building, USM is interested in selecting a firm that demonstrates potential for long-term energy performance contract work and audits of additional buildings. USM will therefore allow the winning firm to have input on the building to be audited during this initial phase. Because no building has been pre-selected, please remember to submit fee proposals for this campus in terms of square footage.

USM has several buildings at its Portland and Gorham campuses that are ideal for an energy audit, ranging from about 150,000 to 250,000 square feet. One example is Bailey Hall, located at USM's Gorham campus. It is a 150,421 square-foot building built in three phases in 1958, 1961, and 1969. It is constructed of brick and glass and contains classrooms, labs, offices, and a library.

The Gorham campus is heated by a central high pressure hot water delivery system. There are no petroleum storage or services within or outside the building except for a small propane gas tank associated with the labs.

No energy improvements or major renovations have been made to the building since original construction.

Electrical consumption data is available for this building.



Bailey Hall

USM is also considering the Sports Complex at the Gorham campus for an energy audit. This building is a two story physical education facility 263,000 square feet and was built in three phases 1963 Hill Gym; 1997 ice arena; 1998 field house.

University of Maine - Nutting Hall

Age of building: 40 years.

Construction type, use and size: Two story wood frame on grade; academic classroom and lab; 50,039 GSF.

Description of heating, lighting or other unique systems in building: Steam heat, T8 fluorescent lighting.

Description of petroleum storage or services within or outside the building: Nutting Hall uses a minor amount of LP gas, from a 1,000 gallon tank located on the north side of the building, which primarily serves Hitchner Hall.

Description of any past energy improvements or major renovations to the building since original construction: 2006 - Automatic light dimming system installed; 1990 - Structural renovation of central wing of building; 1977 - Renovation of forest products lab.

Description of any metering or energy consumption data available (that is unique to the building rather than campus as a whole): Analog watt/hour meter, analog water meter.



Nutting Hall