

**GRANT REQUEST FORM (GRF)**



New Agreement PIR-16-006 (To be completed by CGL Office)

ERDD	Chuck Gentry	43	916-327-1528
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Be Power Tech, Inc	47-4319757
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Electricity Producing Novel HVAC: Micro Combined Cycle Fuel Cell with Thermal Energy Storage

2/28/2017	12/31/2020	\$ 1,440,000
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ARFVTP agreements under \$75K delegated to Executive Director.

Proposed Business Meeting Date	2/15/2017	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Discussion
Business Meeting Presenter	Kevin Uy	Time Needed:	5 minutes

Please select one list serve. Select

**Agenda Item Subject and Description**  
 BE POWER TECH, INC. Proposed resolution approving agreement PIR-16-006 with Be Power Tech, Inc. for a \$1,440,000 grant to conduct lab testing and a field demonstration of electricity producing heating, ventilation, and air conditioning. This is a new class of combined cycle natural gas powered, combined cooling, heating, and power, with thermal energy storage (CCHP-TES). The system replaces the packaged rooftop unit with micro-fuel cell and internal combustion based CCHP-TES solutions, with the potential to permanently reduce peak load in California while adding on-site distributed generation capacity. (PIER NG Funding) Contact: Chuck Gentry.

1. Is Agreement considered a "Project" under CEQA?  
 Yes (skip to question 2)  No (complete the following (PRC 21065 and 14 CCR 15378)):  
 Explain why Agreement is not considered a "Project":  
 Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because

2. If Agreement is considered a "Project" under CEQA:  
 a) Agreement **IS** exempt. (Attach draft NOE)  
 Statutory Exemption. List PRC and/or CCR section number: \_\_\_\_\_  
 Categorical Exemption. List CCR section number: Cal. Code Regs., tit 14, § 15301 -- Cal. Code Regs., tit 14, § 15306  
 Common Sense Exemption. 14 CCR 15061 (b) (3)  
 Explain reason why Agreement is exempt under the above section:  
 15301 Existing Facilities- This project involves replacing two existing heating, ventilation, and air conditioning rooftop units with two novel electricity producing heating, ventilation, and air conditioning units. This will be a minor alteration of the mechanical equipment of the facility which involves negligible expansion of use beyond that existing currently.  
 15306 Information Collection - This project involves data collection and research activities which do not result in a major disturbance to an environmental resource.  
 b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)  
 Check all that apply  
 Initial Study  Environmental Impact Report  
 Negative Declaration  Statement of Overriding Considerations  
 Mitigated Negative Declaration

Legal Company Name:	Budget
DOE- National Renewable Energy Laboratory	\$ 97,000
EMCOR Services Mesa Energy Systems	\$ 330,988
Pacific Gas and Electric Company	\$ 187,693
Alternative Energy Systems Consulting, Inc.	\$ 249,964
	\$
	\$

**GRANT REQUEST FORM (GRF)**



Legal Company Name:

Funding Source	Funding Year of Appropriation	Budget List No.	Amount
NG Subaccount, PIERDD	15-16	501.001J	\$1,440,000
			\$
			\$
			\$
			\$
			\$
R&D Program Area: EGRO: Renewables			\$1,440,000
Explanation for "Other" selection			
Reimbursement Contract #:		Federal Agreement #:	

Name: Aditya Singhal	Name: Daniel Betts
Address: 1500 S Powerline Rd	Address: 1500 S Powerline Rd
City, State, Zip: Deerfield Beach, FL 33442-8186	City, State, Zip: Deerfield Beach, FL 33442-8186
Phone: 631-398-3951 / Fax: - -	Phone: 352-258-1405 / Fax: - -
E-Mail: aditya.singhal@bepowertech.com	E-Mail: Daniel.betts@bepowertech.com

<input checked="" type="checkbox"/> Competitive Solicitation <span style="float: right;">Solicitation #: GFO-16-503</span>
<input type="checkbox"/> First Come First Served Solicitation <span style="float: right;"> </span>

1. Exhibit A, Scope of Work	<input checked="" type="checkbox"/>	Attached
2. Exhibit B, Budget Detail	<input checked="" type="checkbox"/>	Attached
3. CEC 105, Questionnaire for Identifying Conflicts	<input checked="" type="checkbox"/>	Attached
4. Recipient Resolution	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
5. CEQA Documentation	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Attached

Agreement Manager	Date	Office Manager	Date	Deputy Director	Date
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## Scope of Work

### I. TASK ACRONYM/TERM LISTS

#### A. Task List

Task #	CPR <sup>1</sup>	Task Name
1		General Project Tasks
2		Project Preparation
3		EP/HVAC, 5-ton 2.5 kW, Design and Fabrication
4		EP/HVAC, 5-ton 5.0 kW, Design and Fabrication
5	X	Lab Testing, EP/HVAC 5-ton 2.5 kW
6		Design, Permit, Install 5-ton Field Demonstration Units
7		Operate, Test, Measure, Validate 5-ton Field Demonstration Units
8		EP/HVAC, Technology Scaling
9		Technical and Experimental Analysis
10		Evaluation of Project Benefits
11		Technology/Knowledge Transfer Activities
12		Production Readiness Plan

#### B. Acronym/Term List

Acronym/Term	Meaning
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CCHP-TES	Combined Cooling, Heating, and Power, with Thermal Energy Storage
CPR	Critical Project Review
Duck Curve	A graph that shows net load on the electrical grid over the course of a day for different years. Net load is defined as demand minus intermittent renewables supply.
EP/HVAC	Electricity Producing Heating, Ventilation, and Air Conditioning
Flex Alert	A call for consumers to conserve electricity during heat waves
GHG	Green House Gas
HCFCs	Hydrochlorofluorocarbons
HVAC	Heating, Ventilation, and Air Conditioning
RTU	Rooftop Unit
TAC	Technical Advisory Committee

### II. PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES

#### A. Purpose of Agreement

The purpose of this Agreement is to fund the research, development, lab testing and field demonstration of Electricity Producing Heating, Ventilation, and Air Conditioning (EP/HVAC), a

<sup>1</sup> Please see subtask 1.3 in Part III of the Scope of Work (General Project Tasks) for a description of Critical Project Review (CPR) Meetings.

## Scope of Work

new class of combined cycle natural gas powered, combined cooling, heating, and power, with thermal energy storage.

### B. Problem/ Solution Statement

#### **Problem**

Packaged Rooftop Units (RTUs) account for 52% of the cooling energy consumed by buildings, and operate in over 50% of the U.S. commercial floor space<sup>2</sup> - a root cause of the tremendous peak electricity demand created by commercial Heating, Ventilation, and Air Conditioning (HVAC) systems in California. Hydrochlorofluorocarbons (HCFCs), fugitive emissions from RTUs, are potent GreenHouse Gasses (GHGs), with a warming effect hundreds to thousands of times more powerful than CO<sub>2</sub>. RTU energy and demand consumption is the root cause of weather-driven, high peak demand days' impact on gas and electric system reliability, declining electric utility load factors, and Flex Alerts. Furthermore, HVAC load strongly influences the morning and afternoon segments of the Duck Curve; the latest challenge to renewables integration.

#### **Solution**

At scale EP/HVAC transforms the packaged RTU problem into micro-fuel cell and internal combustion based Combined Cooling, Heating, and Power, with Thermal Energy Storage (CCHP-TES) solutions, with the potential to permanently eliminate 4.6 Gigawatts of Peak Load in California while adding 2.1 Gigawatts of On-site Distributed Generation capacity. The technology solves the problem by reinventing air conditioning, improving overall efficiency, eliminating the use of HCFCs, reducing electric energy usage and coincident peak demand, and flattening and lowering building load curves.

### C. Goals and Objectives of the Agreement

#### **Agreement Goals**

The goals of this agreement are to:

- Advance the Technology Readiness Level
- Increase awareness to the public and key decision makers,
- Prove the technology can provide effective cooling and eliminate refrigerants from HVAC
- Prove the effectiveness of combining micro-fuel cell and internal combustion generator based CCHP-TESs', with market potential and the ability to eliminate air conditioning related peak demand
- Flatten the load curve meeting the state's goals, including, the proliferation of sustainable energy resources.

**Ratepayer Benefits:** This Agreement will result in the ratepayer benefits of:

- **Greater electricity reliability:** Decouples HVAC energy and demand from the weather and eliminates high energy demand days of gas and electric systems driven by HVAC;

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<sup>2</sup> Energy Consumption Characteristics of Commercial Building HVAC Systems, October 1999, DOE  
[http://apps1.eere.energy.gov/buildings/publications/pdfs/commercial\\_initiative/hvac\\_volume2\\_final\\_report.pdf](http://apps1.eere.energy.gov/buildings/publications/pdfs/commercial_initiative/hvac_volume2_final_report.pdf)

## Scope of Work

bringing a high degree of reliability, as a widely distributed energy resource with no single point of failure, from a grid perspective.

- Lower cost: Reduces demand and energy, lowering electricity charges for HVAC for building owners. Lowers cost of renewables integration by eliminating the load shape of HVAC in buildings. By lowering coincident peak demand, it reduces the need for spinning reserves and peaking capacity.
- Increase safety: Eliminates rotating machinery, harmful refrigerants, excessive fossil-fuel plant ramping – which minimizes catastrophic plant failure.
- Public health: Improves indoor air quality by increasing the use of fresh air in buildings and reducing humidity in buildings, and removes refrigerants, coolants, and other harmful chemicals. Reduces GHG emissions, which accelerate global warming.
- Distributed Generation: Delivers value to ratepayers, which can be quantified by comparing the attributes of distributed electricity generated using the fuel cell's electrochemical process against the attributes of central station electricity that is generated by combusting fossil fuel at larger plants, in more remote locations. Fuel Cell Research Institute estimates the value to be roughly \$ 0.20/kWh generated.

*Technological Advancement and Breakthroughs*: This Agreement will lead to technological advancement and breakthroughs to overcome barriers to the achievement of the State of California's statutory energy goals by advancing EP/HVAC technology. It is the first micro-CCHP-TES designed for buildings that use unitary and packaged rooftop units (2 – 20 Tons). EP/HVAC is the first technological advancement in commercializable building cooling that improves both the efficacy and efficiency of vapor-compression-cycle direct expansion air conditioning since its inception in 1910. Another breakthrough is eliminating the use of refrigerants.

### Agreement Objectives

The objectives of this Agreement are to:

- Design and fabricate multiple EP/HVAC units.
- Test the technology in a relevant real world environment, to advance knowledge of micro-fuel cell based and internal combustion based, CCHP-TESSs';
- Demonstrate the transformation of HVAC into distributed energy resources;
- Break through practical market barriers, to model and analyze performance for the alignment of interests between consumers, solutions providers, utilities and regulators that will allow complementary technologies to proliferate for the benefit of ratepayers.

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### III. TASK 1 GENERAL PROJECT TASKS

#### PRODUCTS

##### Subtask 1.1 Products

The goal of this subtask is to establish the requirements for submitting project products (e.g., reports, summaries, plans, and presentation materials). Unless otherwise specified by the Commission Agreement Manager (CAM), the Recipient must deliver products as required below by the dates listed in the **Project Schedule (Part V)**. Products that require a draft version are indicated by marking “**(draft and final)**” after the product name in the “Products” section of the task/subtask. If “(draft and final)” does not appear after the product name, only a final version of the product is required. With respect to due dates within this Scope of Work, “**days**” means working days.

##### The Recipient shall:

###### For products that require a draft version, including the Final Report Outline and Final Report

- Submit all draft products to the CAM for review and comment in accordance with the Project Schedule (Part V). The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt, unless otherwise specified in the task/subtask for which the product is required.
- Consider incorporating all CAM comments into the final product. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product.
- Submit the revised product and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

###### For products that require a final version only

- Submit the product to the CAM for acceptance. The CAM may request minor revisions or explanations prior to acceptance.

###### For all products

- Submit all data and documents required as products in accordance with the following:

###### Instructions for Submitting Electronic Files and Developing Software:

###### ○ **Electronic File Format**

- Submit all data and documents required as products under this Agreement in an electronic file format that is fully editable and compatible with the Energy Commission’s software and Microsoft (MS)-operating computing platforms, or with any other format approved by the CAM. Deliver an electronic copy of the full text of any Agreement data and documents in a format specified by the CAM, such as memory stick or CD-ROM.

The following describes the accepted formats for electronic data and documents provided to the Energy Commission as products under this Agreement, and establishes the software versions that will be required to review and approve all software products:

## Scope of Work

- Data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.
  - Text documents will be in MS Word file format, version 2007 or later.
  - Documents intended for public distribution will be in PDF file format.
  - The Recipient must also provide the native Microsoft file format.
  - Project management documents will be in Microsoft Project file format, version 2007 or later.
- **Software Application Development**
- Use the following standard Application Architecture components in compatible versions for any software application development required by this Agreement (e.g., databases, models, modeling tools), unless the CAM approves other software applications such as open source programs:
- Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
  - Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5.
  - Visual Studio.NET (version 2008 and up). Recommend 2010.
  - C# Programming Language with Presentation (UI), Business Object and Data Layers.
  - SQL (Structured Query Language).
  - Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
  - Microsoft SQL Reporting Services. Recommend 2008 R2.
  - XML (external interfaces).

Any exceptions to the Electronic File Format requirements above must be approved in writing by the CAM. The CAM will consult with the Energy Commission's Information Technology Services Branch to determine whether the exceptions are allowable.

## MEETINGS

### Subtask 1.2 Kick-off Meeting

The goal of this subtask is to establish the lines of communication and procedures for implementing this Agreement.

#### The Recipient shall:

- Attend a "Kick-off" meeting with the CAM, the Commission Agreement Officer (CAO), and any other Energy Commission staff relevant to the Agreement. The Recipient will bring its Project Manager and any other individuals designated by the CAM to this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The administrative portion of the meeting will include discussion of the following:

- Terms and conditions of the Agreement;
- Administrative products (subtask 1.1);
- CPR meetings (subtask 1.3);

## Scope of Work

- Match fund documentation (subtask 1.7);
- Permit documentation (subtask 1.8);
- Subcontracts (subtask 1.9); and
- Any other relevant topics.

The technical portion of the meeting will include discussion of the following:

- The CAM's expectations for accomplishing tasks described in the Scope of Work;
  - An updated Project Schedule;
  - Technical products (subtask 1.1);
  - Progress reports and invoices (subtask 1.5);
  - Final Report (subtask 1.6);
  - Technical Advisory Committee meetings (subtasks 1.10 and 1.11); and
  - Any other relevant topics.
- Provide an *Updated Project Schedule*, *List of Match Funds*, and *List of Permits*, as needed to reflect any changes in the documents.

### The CAM shall:

- Designate the date and location of the meeting.
  - Send the Recipient a *Kick-off Meeting Agenda*.

### Recipient Products:

- Updated Project Schedule (*if applicable*)
- Updated List of Match Funds (*if applicable*)
- Updated List of Permits (*if applicable*)

### CAM Product:

- Kick-off Meeting Agenda

### Subtask 1.3 Critical Project Review (CPR) Meetings

The goal of this subtask is to determine if the project should continue to receive Energy Commission funding, and if so whether any modifications must be made to the tasks, products, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the Energy Commission and the Recipient. As determined by the CAM, discussions may include project status, challenges, successes, advisory group findings and recommendations, final report preparation, and progress on technical transfer and production readiness activities (if applicable). Participants will include the CAM and the Recipient, and may include the CAO and any other individuals selected by the CAM to provide support to the Energy Commission.

CPR meetings generally take place at key, predetermined points in the Agreement, as determined by the CAM and as shown in the Task List on page 1 of this Exhibit. However, the CAM may schedule additional CPR meetings as necessary. The budget will be reallocated to cover the additional costs borne by the Recipient, but the overall Agreement amount will not increase. CPR meetings generally take place at the Energy Commission, but they may take place at another location, or may be conducted via electronic conferencing (e.g., WebEx) as determined by the CAM.

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### The Recipient shall:

- Prepare a *CPR Report* for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.
- Submit the CPR Report along with any other *Task Products* that correspond to the technical task for which the CPR meeting is required (i.e., if a CPR meeting is required for Task 2, submit the Task 2 products along with the CPR Report).
- Attend the CPR meeting.
- Present the CPR Report and any other required information at each CPR meeting.

### The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient's input.
- Send the Recipient a *CPR Agenda* and a *List of Expected CPR Participants* in advance of the CPR meeting. If applicable, the agenda will include a discussion of match funding and permits.
- Conduct and make a record of each CPR meeting. Provide the Recipient with a *Schedule for Providing a Progress Determination* on continuation of the project.
- Determine whether to continue the project, and if so whether modifications are needed to the tasks, schedule, products, or budget for the remainder of the Agreement. If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Deputy Director of the Energy Research and Development Division.
- Provide the Recipient with a *Progress Determination* on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Recipient revise one or more products.

### Recipient Products:

- CPR Report(s)
- Task Products (draft and/or final as specified in the task)

### CAM Products:

- CPR Agenda
- List of Expected CPR Participants
- Schedule for Providing a Progress Determination
- Progress Determination

### Subtask 1.4 Final Meeting

The goal of this subtask is to complete the closeout of this Agreement.

### The Recipient shall:

- Meet with Energy Commission staff to present project findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by the Recipient and CAM, at a minimum. The meeting may occur in person or by electronic conferencing (e.g., WebEx), with approval of the CAM.

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The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be divided into two separate meetings at the CAM's discretion.

- The technical portion of the meeting will involve the presentation of findings, conclusions, and recommended next steps (if any) for the Agreement. The CAM will determine the appropriate meeting participants.
  - The administrative portion of the meeting will involve a discussion with the CAM and the CAO of the following Agreement closeout items:
    - Disposition of any state-owned equipment.
    - Need to file a Uniform Commercial Code Financing Statement (Form UCC-1) regarding the Energy Commission's interest in patented technology.
    - The Energy Commission's request for specific "generated" data (not already provided in Agreement products).
    - Need to document the Recipient's disclosure of "subject inventions" developed under the Agreement.
    - "Surviving" Agreement provisions such as repayment provisions and confidential products.
    - Final invoicing and release of retention.
- Prepare a *Final Meeting Agreement Summary* that documents any agreement made between the Recipient and Commission staff during the meeting.
  - Prepare a *Schedule for Completing Agreement Closeout Activities*.
  - Provide *All Draft and Final Written Products* on a CD-ROM or USB memory stick, organized by the tasks in the Agreement.

### Products:

- Final Meeting Agreement Summary (*if applicable*)
- Schedule for Completing Agreement Closeout Activities
- All Draft and Final Written Products

## REPORTS AND INVOICES

### Subtask 1.5 Progress Reports and Invoices

The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress is made towards achieving the project objectives of this Agreement; and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

### The Recipient shall:

- Submit a monthly *Progress Report* to the CAM. Each progress report must:
  - Summarize progress made on all Agreement activities as specified in the scope of work for the preceding month, including accomplishments, problems, milestones, products, schedule, fiscal status, and an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. See the Progress Report Format Attachment for the recommended specifications.
- Submit a monthly or quarterly *Invoice* that follows the instructions in the "Payment of Funds" section of the terms and conditions, including a financial report on Match Fund and in-state expenditures.

## Scope of Work

### Products:

- Progress Reports
- Invoices

### Subtask 1.6 Final Report

The goal of this subtask is to prepare a comprehensive Final Report that describes the original purpose, approach, results, and conclusions of the work performed under this Agreement. The CAM will review the Final Report, which will be due at least **two months** before the Agreement end date. When creating the Final Report Outline and the Final Report, the Recipient must use the Style Manual provided by the CAM.

#### Subtask 1.6.1 Final Report Outline

##### The Recipient shall:

- Prepare a *Final Report Outline* in accordance with the *Style Manual* provided by the CAM. (See Task 1.1 for requirements for draft and final products.)

##### Recipient Products:

- Final Report Outline (draft and final)

##### CAM Product:

- Style Manual
- Comments on Draft Final Report Outline
- Acceptance of Final Report Outline

#### Subtask 1.6.2 Final Report

##### The Recipient shall:

- Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline, Style Manual, and Final Report Template provided by the CAM with the following considerations:
  - Ensure that the report includes the following items, in the following order:
    - Cover page (**required**)
    - Credits page on the reverse side of cover with legal disclaimer (**required**)
    - Acknowledgements page (optional)
    - Preface (**required**)
    - Abstract, keywords, and citation page (**required**)
    - Table of Contents (**required**, followed by List of Figures and List of Tables, if needed)
    - Executive summary (**required**)
    - Body of the report (**required**)
    - References (if applicable)
    - Glossary/Acronyms (If more than 10 acronyms or abbreviations are used, it is required.)
    - Bibliography (if applicable)
    - Appendices (if applicable) (Create a separate volume if very large.)
    - Attachments (if applicable)
  - Ensure that the document is written in the third person.
  - Ensure that the Executive Summary is understandable to the lay public.

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- Briefly summarize the completed work. Succinctly describe the project results and whether or not the project goals were accomplished.
- Identify which specific ratepayers can benefit from the project results and how they can achieve the benefits.
- If it's necessary to use a technical term in the Executive Summary, provide a brief definition or explanation when the technical term is first used.
- Follow the Style Guide format requirements for headings, figures/tables, citations, and acronyms/abbreviations.
- Ensure that the document omits subjective comments and opinions. However, recommendations in the conclusion of the report are allowed.
- Include a brief description of the project results in the Abstract.
- Submit a draft of the report to the CAM for review and comment. The CAM will provide written comments to the Recipient on the draft product within 15 days of receipt
- Consider incorporating all CAM comments into the Final Report. If the Recipient disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final product
- Submit the revised Final Report and responses to comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period or approves a request for additional time.
- Submit one bound copy of the *Final Report* to the CAM along with *Written Responses to Comments on the Draft Final Report*.

### Products:

- Final Report (draft and final)
- Written Responses to Comments on the Draft Final Report

### CAM Product:

- Written Comments on the Draft Final Report

## **MATCH FUNDS, PERMITS, AND SUBCONTRACTS**

### Subtask 1.7 Match Funds

The goal of this subtask is to ensure that the Recipient obtains any match funds planned for this Agreement and applies them to the Agreement during the Agreement term.

While the costs to obtain and document match funds are not reimbursable under this Agreement, the Recipient may spend match funds for this task. The Recipient may only spend match funds during the Agreement term, either concurrently or prior to the use of Energy Commission funds. Match funds must be identified in writing, and the Recipient must obtain any associated commitments before incurring any costs for which the Recipient will request reimbursement.

### The Recipient shall:

- Prepare a *Match Funds Status Letter* that documents the match funds committed to this Agreement. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state this in the letter.

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If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter:

- A list of the match funds that identifies:
  - The amount of cash match funds, their source(s) (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied.
  - The amount of each in-kind contribution, a description of the contribution type (e.g., property, services), the documented market or book value, the source (including a contact name, address, and telephone number), and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient must identify its owner and provide a contact name, address, telephone number, and the address where the property is located.
  - A copy of a letter of commitment from an authorized representative of each source of match funding that the funds or contributions have been secured.
- At the Kick-off meeting, discuss match funds and the impact on the project if they are significantly reduced or not obtained as committed. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide a *Supplemental Match Funds Notification Letter* to the CAM of receipt of additional match funds.
- Provide a *Match Funds Reduction Notification Letter* to the CAM if existing match funds are reduced during the course of the Agreement. Reduction of match funds may trigger a CPR meeting.

### Products:

- Match Funds Status Letter
- Supplemental Match Funds Notification Letter (*if applicable*)
- Match Funds Reduction Notification Letter (*if applicable*)

### Subtask 1.8 Permits

The goal of this subtask is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track. Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement, with the exception of costs incurred by University of California recipients. Permits must be identified and obtained before the Recipient may incur any costs related to the use of the permit(s) for which the Recipient will request reimbursement.

### The Recipient shall:

- Prepare a *Permit Status Letter* that documents the permits required to conduct this Agreement. If no permits are required at the start of this Agreement, then state this in the letter. If permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies.
  - The schedule the Recipient will follow in applying for and obtaining the permits.

The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project if the permits are not

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obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in progress reports and will be a topic at CPR meetings.

- If during the course of the Agreement additional permits become necessary, then provide the CAM with an *Updated List of Permits* (including the appropriate information on each permit) and an *Updated Schedule for Acquiring Permits*.
- Send the CAM a *Copy of Each Approved Permit*.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 days. Either of these events may trigger a CPR meeting.

### Products:

- Permit Status Letter
- Updated List of Permits (*if applicable*)
- Updated Schedule for Acquiring Permits (*if applicable*)
- Copy of Each Approved Permit (*if applicable*)

### Subtask 1.9 Subcontracts

The goals of this subtask are to: (1) procure subcontracts required to carry out the tasks under this Agreement; and (2) ensure that the subcontracts are consistent with the terms and conditions of this Agreement.

### The Recipient shall:

- Manage and coordinate subcontractor activities in accordance with the requirements of this Agreement.
- Incorporate this Agreement by reference into each subcontract.
- Include any required Energy Commission flow-down provisions in each subcontract, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subcontract terms.
- If required by the CAM, submit a draft of each *Subcontract* required to conduct the work under this Agreement.
- Submit a final copy of the executed subcontract.
- Notify and receive written approval from the CAM prior to adding any new subcontractors (see the discussion of subcontractor additions in the terms and conditions).

### Products:

- Subcontracts (*draft if required by the CAM*)

## TECHNICAL ADVISORY COMMITTEE

### Subtask 1.10 Technical Advisory Committee (TAC)

The goal of this subtask is to create an advisory committee for this Agreement. The TAC should be composed of diverse professionals. The composition will vary depending on interest, availability, and need. TAC members will serve at the CAM's discretion. The purpose of the TAC is to:

- Provide guidance in project direction. The guidance may include scope and methodologies, timing, and coordination with other projects. The guidance may be based on:

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- Technical area expertise;
- Knowledge of market applications; or
- Linkages between the agreement work and other past, present, or future projects (both public and private sectors) that TAC members are aware of in a particular area.
- Review products and provide recommendations for needed product adjustments, refinements, or enhancements.
- Evaluate the tangible benefits of the project to the state of California, and provide recommendations as needed to enhance the benefits.
- Provide recommendations regarding information dissemination, market pathways, or commercialization strategies relevant to the project products.

The TAC may be composed of qualified professionals spanning the following types of disciplines:

- Researchers knowledgeable about the project subject matter;
- Members of trades that will apply the results of the project (e.g., designers, engineers, architects, contractors, and trade representatives);
- Public interest market transformation implementers;
- Product developers relevant to the project;
- U.S. Department of Energy research managers, or experts from other federal or state agencies relevant to the project;
- Public interest environmental groups;
- Utility representatives;
- Air district staff; and
- Members of relevant technical society committees.

### The Recipient shall:

- Prepare a *List of Potential TAC Members* that includes the names, companies, physical and electronic addresses, and phone numbers of potential members. The list will be discussed at the Kick-off meeting, and a schedule for recruiting members and holding the first TAC meeting will be developed.
- Recruit TAC members. Ensure that each individual understands member obligations and the TAC meeting schedule developed in subtask 1.11.
- Prepare a *List of TAC Members* once all TAC members have committed to serving on the TAC.
- Submit *Documentation of TAC Member Commitment* (such as Letters of Acceptance) from each TAC member.

### Products:

- List of Potential TAC Members
- List of TAC Members
- Documentation of TAC Member Commitment

### Subtask 1.11 TAC Meetings

The goal of this subtask is for the TAC to provide strategic guidance for the project by participating in regular meetings, which may be held via teleconference.

## Scope of Work

### The Recipient shall:

- Discuss the TAC meeting schedule with the CAM at the Kick-off meeting. Determine the number and location of meetings (in-person and via teleconference) in consultation with the CAM.
- Prepare a *TAC Meeting Schedule* that will be presented to the TAC members during recruiting. Revise the schedule after the first TAC meeting to incorporate meeting comments.
- Prepare a *TAC Meeting Agenda* and *TAC Meeting Back-up Materials* for each TAC meeting.
- Organize and lead TAC meetings in accordance with the TAC Meeting Schedule. Changes to the schedule must be pre-approved in writing by the CAM.
- Prepare *TAC Meeting Summaries* that include any recommended resolutions of major TAC issues.

### Products:

- TAC Meeting Schedule (draft and final)
- TAC Meeting Agendas (draft and final)
- TAC Meeting Back-up Materials
- TAC Meeting Summaries

## IV. TECHNICAL TASKS

*Products that require a draft version are indicated by marking “(draft and final)” after the product name in the “Products” section of the task/subtask. If “(draft and final)” does not appear after the product name, only a final version of the product is required. **Subtask 1.1 (Products)** describes the procedure for submitting products to the CAM.*

### TASK 2 Project Preparation

The goal of this task is to secure the project site(s) and develop a detailed Measurement and Verification Plan.

#### Subtask 2.1 Site Preparation

The goals of this subtask are to: (1) confirm the availability of the project site; and (2) execute any agreements necessary to secure the project site.

### The Recipient shall:

- Reach agreement with the manager of the selected project site regarding the project timeline, space reserved for the project, equipment installation, permit and insurance requirements, indemnity, and the Recipient's use of any removal or support staff. The sites identified are:
  - Site 1: Mesa Energy Systems, 2 Cromwell, Irvine, CA 92618
  - Site 2: CalOptima, 13300 Garden Grove Blvd., Garden Grove, CA 92843
- For any changes in site location, Recipient must check with their CAM or CAO who will provide guidance regarding the level of Commission approval required.
- Prepare and provide a *Site Readiness Verification Document* (e.g. *Copy of Contract, Lease Agreement, Memorandum of Understanding*).

## Scope of Work

### Products:

- Site Readiness Verification Document (e.g., Copy of Contract, Lease Agreement, Memorandum of Understanding)

### Subtask 2.2 Project Measurement and Verification

The goal of this subtask is to develop a detailed Measurement and Verification Plan for each of the test site(s).

### The Recipient shall:

- Develop a detailed *Measurement and Verification Plan* for each site to include but not be limited to:
  - A description of the monitoring equipment and instrumentation which will be used at each site.
  - A description of the key input parameters and output metrics which will be measured.
  - A description of the analysis methods to be employed.
  - Independent, third-party measurement and verification services to be employed, if applicable.

### Products:

- Measurement and Verification Plan

### Subtask 2.3 Install Monitoring on Existing Equipment

The goal of this subtask is to install monitoring instruments onto existing 5-ton RTUs that will be replaced with two EP/HVAC units.

### The Recipient Shall:

- Install monitoring equipment in accordance with M&V plan.
- Prepare *Ex Ante Time-Series Data Collection Report* which includes, but is not limited to:
  - Unit Specific Measurements: Calibration and Estimate of Supply Air Flow (CFM), Return air temperature (°F), Supply Air Temperature (°F), Supply Fan (kW), Condensing Unit (kW), Furnace (therms), and the Baseline Air Conditioner's power consumption (kW)
  - Ambient Sensors: Rooftop: Dry Bulb Temperature (°F), Relative Humidity (%)
  - Collect and store at least 90 days of time series data and write a summary to provide analysis of unit performance,

### Products:

- Ex Ante Time-Series Data Collection Report

### TASK 3 EP/HVAC, 5-ton 2.5 kW, Design and Fabrication

The goal of this task is to design and fabricate one 5-ton 2.5 kW EP/HVAC unit for lab testing and subsequently installation at the demonstration site.

### The Recipient Shall:

- Collaborate with subcontractor for the design of one EP/HVAC 5-ton 2.5 kW system.

## Scope of Work

- Prepare an *EP/HVAC, 5-ton 2.5 kW Design Report* which includes, but is not limited to, design factors considered, design options selected, descriptions of major components, and system efficiencies.
- Fabricate one EP/HVAC 5-ton 2.5 kW system.
- Provide a written *Notification of EP/HVAC, 5-ton 2.5 kW Fabrication Completion* which may be included in a monthly report.

### Products:

- EP/HVAC, 5-ton 2.5 kW Design Report
- Notification of EP/HVAC, 5-ton 2.5 kW Fabrication Completion

### TASK 4 EP/HVAC, 5-ton 5.0 kW, Design and Fabrication

The goal of this task is to design and fabricate one 5-ton 5.0 kW EP/HVAC unit for the demonstration site.

#### The Recipient Shall:

- Collaborate with subcontractor for the design of one EP/HVAC 5-ton 5.0 kW system.
- Prepare an *EP/HVAC, 5-ton 5.0 kW Design Report* which includes, but is not limited to, design factors considered, design options selected, descriptions of major components, and system efficiencies.
- Fabricate one EP/HVAC 5-ton 5.0 kW system.
- Provide a written *Notification of EP/HVAC, 5-ton 5.0 kW Fabrication Completion* which may be included in a monthly report.

### Products:

- EP/HVAC, 5-ton 5.0 kW Design Report
- Notification of EP/HVAC, 5-ton 5.0 kW Fabrication Completion

### TASK 5 Lab Testing, EP/HVAC 5-ton 2.5 kW

The goal of this task is to perform utility backed testing prior to demonstration site installation to ensure validity and prove reliability of EP/HVAC. This will be performed in collaboration with subcontractors.

#### The Recipient Shall:

- Develop a *Lab Test Plan* with subcontractor.
- Assist with installation and startup of lab test.
- Prepare a *Lab Test Report* which includes, but is not limited to, test data, analysis, and summary of results.
- Prepare *CPR #1 Report* and participate in a CPR meeting in accordance with subtask 1.3.

### Products:

- Lab Test Plan
- Lab Test Report
- CPR #1 Report

## Scope of Work

### **TASK 6 Design, Permit, Install 5-ton Field Demonstration Units**

The goal of this task is to complete all aspects of design, permitting and commission for the field demonstration. These installations will be retrofits of existing 5-ton packaged RTUs with gas heat.

#### **The Recipient Shall:**

- Deliver the units for installation, according to project schedule
- Enter an agreement with subcontractor for turnkey project services
- Ensure all administrative and commissioning work is complete
- Provide a written *Notification of EP/HVAC Installation Completion* which may be included in a monthly report.

#### **Products:**

- Notification of EP/HVAC Installation Completion

### **TASK 7 Operate, Test, Measure, Validate 5-ton Field Demonstration Units**

The goal of this task is to operate, test, measure, and validate two EP/HVAC, one 5-ton/2.5 kW and one 5-ton/5 kW, at the demonstration site, to acquire real-time data of key input output performance metrics.

#### **The Recipient Shall:**

- Install monitoring equipment in accordance with M&V plan
- Operate and maintain two field demonstration units, in accordance with project schedule and collect data for at least six months.
- Provide *Ex Post Time-Series Data Collection* which includes but is not limited to:
  - Unit Specific Measurements: Calibration and Estimate of Supply Air Flow (CFM), Return air temperature (°F), Supply Air Temperature (°F), Supply Fan (kW), Power Generation (kW), Furnace (therms), and parasitic load(s) (kW)
  - Ambient Sensors: Rooftop: Dry Bulb Temperature (°F), Relative Humidity (%)
- Prepare an *Operational Test Report* which includes, but is not limited to, summaries of the test data, analysis of unit performance, problems encountered, and general conclusions.

#### **Products:**

- Ex Post Time-Series Data Collection
- Operational Test Report

### **TASK 8 EP/HVAC, Technology Scaling**

The goal of this task is to advance the design based on lessons learned through the testing and field deployment activities associated with Tasks 5 & 7 including; scale manufacturability, optimizing water recovery, energy storage, and thermal performance for cooling comfort and overall system efficiency.

#### **The Recipient Shall:**

- Collaborate with subcontractor(s) and develop a list of potential improvements and enhancements based on activities associated with Tasks 5 & 7.

## Scope of Work

- Research and determine the current state of Solid-Oxide fuel cell and natural gas engine technology for EP/HVAC integration.
- Using collected data, 3rd party lab testing data, and field demonstration data, recipient will design the next generation of components and technology.
- Develop an *EP/HVAC Technology Scaling Test Plan*
- Fabricate and test new heat and mass transfer technology in the laboratory
- Prepare an *EP/HVAC technology Scaling Design Report* which includes, but is not limited to, design factors considered, design options selected, descriptions of major components, and system efficiencies.
- Integrate one EP/HVAC with improved heat and mass transfer technology suitable for lab testing at recipient's laboratories.
- Perform lab testing on the improved EP/HVAC unit.
- Provide an *EP/HVAC Technology Scaling Test Report* which includes, but is not limited to, test data, analysis, and summary of results.

### Products:

- EP/HVAC Technology Scaling Test Plan
- EP/HVAC Technology Scaling Design Report
- EP/HVAC Technology Scaling Test Report

### TASK 9 Technical and Experimental Analysis

The goal of this task is for subcontractor to assist with the design of lab experimentation, review and validate experimental results. Additionally, subcontractor will validate the EP/HVAC's energy and greenhouse gas performance by replacing the use of grid-powered electrical energy for building heating and cooling with heat-driven, fuel cell based and internal combustion based, EP/HVACs'; as distributed energy resources.

### The Recipient shall:

- Work closely with subcontractors' technical teams to design testing scenarios, and review/validate tests results.
- Subcontractor will use existing hourly thermal and electrical load profiles from the DOE prototype small commercial buildings with estimated EP/HVAC performance to analyze the seasonal and annual energy utilization and efficiency. Results will show where this technology is effective by analyzing the energy and greenhouse gas performance for two building types in multiple locations.
- Prepare an *EP/HVAC Energy Performance Integration Report* which includes, but is not limited to, summaries of the test data, problems encountered, and general conclusions.

### Products:

- EP/HVAC Energy Performance Integration Report

### TASK 10 Evaluation of Project Benefits

The goal of this task is to report the benefits resulting from this project.

## Scope of Work

### The Recipient shall:

- Complete three Project Benefits Questionnaires that correspond to three main intervals in the Agreement: (1) *Kick-off Meeting Benefits Questionnaire*; (2) *Mid-term Benefits Questionnaire*; and (3) *Final Meeting Benefits Questionnaire*.
- Provide all key assumptions used to estimate projected benefits, including targeted market sector (e.g., population and geographic location), projected market penetration, baseline and projected energy use and cost, operating conditions, and emission reduction calculations. Examples of information that may be requested in the questionnaires include:
  - For Product Development Projects and Project Demonstrations:
    - Published documents, including date, title, and periodical name.
    - Estimated or actual energy and cost savings, and estimated statewide energy savings once market potential has been realized. Identify all assumptions used in the estimates.
    - Greenhouse gas and criteria emissions reductions.
    - Other non-energy benefits such as reliability, public safety, lower operational cost, environmental improvement, indoor environmental quality, and societal benefits.
    - Data on potential job creation, market potential, economic development, and increased state revenue as a result of the project.
    - A discussion of project product downloads from websites, and publications in technical journals.
    - A comparison of project expectations and performance. Discuss whether the goals and objectives of the Agreement have been met and what improvements are needed, if any.
    - Additional Information for Product Development Projects:
      - Outcome of product development efforts, such copyrights and license agreements.
      - Units sold or projected to be sold in California and outside of California.
      - Total annual sales or projected annual sales (in dollars) of products developed under the Agreement.
      - Investment dollars/follow-on private funding as a result of Energy Commission funding.
      - Patent numbers and applications, along with dates and brief descriptions.
    - Additional Information for Product Demonstrations:
      - Outcome of demonstrations and status of technology.
      - Number of similar installations.
      - Jobs created/retained as a result of the Agreement.
  - For Information/Tools and Other Research Studies:
    - Outcome of project.
    - Published documents, including date, title, and periodical name.
    - A discussion of policy development. State if the project has been cited in government policy publications or technical journals, or has been used to inform regulatory bodies.
    - The number of website downloads.

## Scope of Work

- An estimate of how the project information has affected energy use and cost, or have resulted in other non-energy benefits.
- An estimate of energy and non-energy benefits.
- Data on potential job creation, market potential, economic development, and increased state revenue as a result of project.
- A discussion of project product downloads from websites, and publications in technical journals.
- A comparison of project expectations and performance. Discuss whether the goals and objectives of the Agreement have been met and what improvements are needed, if any.
- Respond to CAM questions regarding responses to the questionnaires.

The Energy Commission may send the Recipient similar questionnaires after the Agreement term ends. Responses to these questionnaires will be voluntary.

### Products:

- Kick-off Meeting Benefits Questionnaire
- Mid-term Benefits Questionnaire
- Final Meeting Benefits Questionnaire

### TASK 11 Technology/Knowledge Transfer Activities

The goal of this task is to develop a plan to make the knowledge gained, experimental results, and lessons learned available to the public and key decision makers.

#### The Recipient shall:

- Prepare an *Initial Fact Sheet* at start of the project that describes the project. Use the format provided by the CAM.
- Prepare a *Final Project Fact Sheet* at the project's conclusion that discusses results. Use the format provided by the CAM.
- Prepare a *Technology/Knowledge Transfer Plan* that includes:
  - An explanation of how the knowledge gained from the project will be made available to the public, including the targeted market sector and potential outreach to end users, utilities, regulatory agencies, and others.
  - A description of the intended use(s) for and users of the project results.
  - Published documents, including date, title, and periodical name.
  - Copies of documents, fact sheets, journal articles, press releases, and other documents prepared for public dissemination. These documents must include the Legal Notice required in the terms and conditions. Indicate where and when the documents were disseminated.
  - A discussion of policy development. State if project has been or will be cited in government policy publications, or used to inform regulatory bodies.
  - The number of website downloads or public requests for project results.
  - Additional areas as determined by the CAM.
- Conduct technology transfer activities in accordance with the Technology/Knowledge Transfer Plan. These activities will be reported in the Progress Reports.
- When directed by the CAM, develop *Presentation Materials* for an Energy Commission-sponsored conference/workshop(s) on the project.

## Scope of Work

- When directed by the CAM, participate in annual EPIC symposium(s) sponsored by the California Energy Commission.
- Provide at least (6) six *High Quality Digital Photographs* (minimum resolution of 1300x500 pixels in landscape ratio) of pre and post technology installation at the project sites or related project photographs.
- Prepare a *Technology/Knowledge Transfer Report* on technology transfer activities conducted during the project.

### Products:

- Initial Fact Sheet (draft and final)
- Final Project Fact Sheet (draft and final)
- Presentation Materials (draft and final)
- High Quality Digital Photographs
- Technology/Knowledge Transfer Plan (draft and final)
- Technology/Knowledge Transfer Report (draft and final)

### TASK 12 Production Readiness Plan

The goal of this task is to determine the steps that will lead to the manufacturing of technologies developed in this project or to the commercialization of the project's results.

#### The Recipient shall:

- Prepare a *Production Readiness Plan*. The degree of detail in the plan should be proportional to the complexity of producing or commercializing the proposed product, and to its state of development. As appropriate, the plan will discuss the following:
  - Critical production processes, equipment, facilities, personnel resources, and support systems needed to produce a commercially viable product.
  - Internal manufacturing facilities, supplier technologies, capacity constraints imposed by the design under consideration, design-critical elements, and the use of hazardous or non-recyclable materials. The product manufacturing effort may include "proof of production processes."
  - The estimated cost of production.
  - The expected investment threshold needed to launch the commercial product.
  - An implementation plan to ramp up to full production.
  - The outcome of product development efforts, such as copyrights and license agreements.
  - Patent numbers and applications, along with dates and brief descriptions.
  - Other areas as determined by the CAM.

### Products:

- Production Readiness Plan (draft and final)

## Scope of Work

### V. PROJECT SCHEDULE

Please see the attached Excel spreadsheet.

STATE OF CALIFORNIA

STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: BE POWER TECH, INC.

**RESOLVED**, that the State Energy Resources Conservation and Development Commission (Energy Commission) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

**RESOLVED**, that the Energy Commission approves Agreement PIR-16-006 from GFO-16-503 with Be Power Tech, Inc. for a \$1,440,000 grant to conduct lab testing and a field demonstration of electricity producing heating, ventilation, and air conditioning. This is a new class of combined cycle natural gas powered, combined cooling, heating, and power, with thermal energy storage (CCHP-TES). The system replaces the packaged rooftop unit with micro-fuel cell and internal combustion based CCHP-TES solutions, with the potential to permanently reduce peak load in California while adding on-site distributed generation capacity; and

**FURTHER BE IT RESOLVED**, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

**CERTIFICATION**

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on February 15, 2017.

AYE: [List of Commissioners]

NAY: [List of Commissioners]

ABSENT: [List of Commissioners]

ABSTAIN: [List of Commissioners]

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Cody Goldthrite,  
Secretariat

