

1. GPA ignored that ENGIE's Proposals Do Not Comply with the IFB's Technical Requirements and
2. GPA's acceptance of the ENGIE bid amounts to sole source procurement

GlidePath then requested the following ruling:

- (1) That GPA disqualify ENGIE from eligibility for Award under this IFB, as ENGIE's proposal did not materially comply with the technical requirements of the IFB established by GPA; and
- (2) That GPA award both project sites detailed in GPA-IFB-007-18, relative to Renewable Energy Resources Phase III, to GlidePath as the next lowest price responsive bidder to the IFB

See GlidePath Notice of Appeal in OPA-PA-19-010 (November 13, 2019), p. 8. Alternatively,

GlidePath requested that the OPA:

- (1) Declare affirmatively to all offerors that there is no cap of 20.7 MWp of solar charging capacity required by GPA for the Renewable Energy Resources Phase III; and
- (2) Receive and review new technical and price proposals from all existing offerors in GPA-IFB-007-18 that desire to move forward with competition for award, and then award the Phase III project to the lowest responsive bidder from amongst those offerors.

See GlidePath Notice of Appeal in OPA-PA-19-010 (November 13, 2019), p. 9.

On November 13, 2019, GlidePath also submitted a procurement protest to GPA ("Protest 2"). In Protest 2, GlidePath restated its assertion that the IFB included a 20.7 MWp restriction. GlidePath claimed that the amendments, communications, and information provided to the bidders resulted in a flawed procurement. GlidePath also claimed that GPA, by allowing a bidder who exceeded the 20.7 MWp PV restriction GlidePath believes was set by the IFB, rendered the bidding process uncompetitive. GPA then depended that GPA rebid the project after clarifying its stance on the 20.7 MWp cap that GlidePath believed to have been part of the IFB.

On November 29, 2019, GPA filed its Agency Report. In short, GPA stated that ENGIE was the lowest responsible and responsive bidder. GPA understood GlidePath's protest and

appeal to be based on a claim that the ENGIE proposal included more solar generation capacity than allowed by the technical requirements of the IFB. GlidePath's claim was based on its understanding that GPA had capped the size of the PV system at 20.7 MW DC. GPA responded by stating that GlidePath was mistaken, that no such cap on the maximum installable PV capacity existed, and that ENGIE had thus not violated the alleged cap.

On January 2, 2020, a status hearing was held where the parties requested postponing scheduling dates for OPA-PA-19-010 until Protest 2, filed by GlidePath, was addressed by GPA.

On January 7, 2020, GPA denied Protest 2, filed by GlidePath.

On January 21, 2020, GlidePath filed its Notice of Appeal related to Protest 2. The Notice of Appeal listed the following grounds for appeal:

1. GPA's handling of the procurement was flawed by leading offerors like GlidePath to submit bids built upon technical requirements that GPA now claims did not need to be met and this prejudiced GPA's ratepayers and
2. GPA's acceptance of the ENGIE bid amounts to sole source procurement.

See GlidePath Notice of Appeal in OPA-PA-20-001 (January 21, 2020), p. 7 and 10.

GlidePath then requested the following ruling:

- (1) That GPA disqualify ENGIE from eligibility for Award under this IFB, as ENGIE's proposal did not materially comply with the technical requirements of the IFB established by GPA; and
- (2) That GPA award both project sites detailed in GPA-IFB-007-18, relative to Renewable Energy Resources Phase III, to GlidePath as the next lowest price responsive bidder to the IFB

See GlidePath Notice of Appeal in OPA-PA-20-001 (January 21, 2020), p. 11. Alternatively,

GlidePath requested that the OPA:

- (1) Allow for a period of clarifications and discussion between GPA and Offerors so as to eliminate all questions about the technical nature of the system required by GPA for the Renewable Energy Resources Phase III; and
- (2) Receive and review new technical and price proposals from all existing offerors in GPA-IFB-007-18 that desire to move forward with competition for

award, and then award the Phase III project to the lowest responsive bidder from amongst those offerors.

See GlidePath Notice of Appeal in OPA-PA-20-001 (January 21, 2020), 11-12.

On January 29, 2020, a second status hearing was held where the parties stipulated to consolidate the two appeals. The parties also stipulated that the procurement record filed for OPA-PA-19-010, along with the supplemental procurement record filed on January 17, 2020 would also be the procurement record for OPA-PA-20-001.

On January 30, 2020, the OPA issued its Order Consolidating Appeals/Scheduling Order, consolidating GlidePath's appeal from GPA's denial of Protest 1 (OPA-PA-19-010) and GlidePath's appeal from GPA's denial of Protest 2 (OPA-PA-20-001).

On January 31, 2020, GPA filed its Agency Report. GPA restated its understanding of the arguments raised by GlidePath in Protest 1. GPA also noted that GlidePath also claimed that "except for the ENGIE proposals, all bidders, are, in fact, within a similar Guaranteed Net Annual Energy ("GNAG") range." GPA refuted GlidePath's assertion by noting percentage differences between technical bids provided by bidders for the Naval Base location and percentage differences provided by bidders for the South Finegayan location. GPA also pointed out that there does not appear to be a direct correlation between GNAG and tariff.

ARGUMENT

A. GLIDEPATH'S APPEALS ARE BASED UPON MISINTERPRETATIONS OF THE IFB'S TECHNICAL REQUIREMENTS.

GlidePath claims that the so-called "145% requirement" is a limitation on the installed DC (i.e. PV module) capacity of the project and that "the IFB 'explicitly and specifically' limits Project Solar System DC Capacity to 20.7MWp". As established by GPA's Agency Report, both claims are incorrect.

The **IFB does not state** that the “MW rating of the PV charging system” means the installed DC (i.e. PV module) power. The statement, “MW rating of the Energy Storage System (“ESS”) shall be equal to or greater than the 145% of the MW rating of the PV charging system” is a requirement for the ESS that highlights its charge and discharge need not be specular. This requirement was explained in the IFB. It was also explained in Amendment XIII, issued by GPA on January 25, 2019. Specifically, GPA stated that “The MW rating of the ESS shall be equal to or greater than the 145% of the MW rating of the **PV charging system.**” See Exhibit “A” (Agency Report, Binder 7, page 6715 (emphasis added)).

GPA highlighted this again through Amendment XVII, in response to ENGIE question number 32. ENGIE question number 32 was:

32. Document Reference: Amendment XIII – P160/948: “The MW rating of the ESS shall be equal to or greater than the 145% of the MW rating of the PV charging system, up to a maximum capacity of 40MW. For instance, for a PV installation of 27 MW, the ESS shall be rated at a minimum of 40MW. For a PV capacity of 10 MW, the ESS rating shall be a minimum of 14.5 MW.

Can we therefore assume the maximum PV charging system rating that can be installed is 27MW?”

See Exhibit “B” (Procurement Record, Binder 6, p. 5823). In its answer, GPA explained that the section of the Amendment that referenced a 145% requirement was only meant to “illustrate that the charging and discharging times of the ESS are different.” In its entirety, GPA’s answer provided that:

This section of the amendment is to illustrate that the charging and discharging times of the ESS are different and design of the ESS should include consideration that the ESS would only have 4-6 hours to discharge at a maximum interconnection output of 30MW ac”)

Id. Both the question and the answer were part of Amendment XVII, and both were available to all bidders well in advance of the bid submittal date.

Indeed, GPA's response to Clarification No. 2 in Amendment XVII¹ explicitly **denies that the wording "MW rating" refers to the installed DC (i.e. PV module) power**, explaining that it is intended to mean the output of the PV power conversion system. The maximum power that can be used to charge the ESS with the PV is limited by the power conversion system capacity.

For the reasons stated above, the "MW rating of the PV charging system" in ENGIE's proposal is equal to the power rating of the power conversion system, which is capped at 20.7 MW (i.e., 1/1.45 of 30MW AC), **in full compliance with the IFB requirements.**

C. THE IFB IS NOT AN IMPROPER SOLE SOURCE PROCUREMENT.

GlidePath next contends GPA made an improper exception for ENGIE by imposing the alleged 20.7 MWp cap only on other bidders and this alleged exception rendered the bid an improper sole source procurement. As explained above, GlidePath's contention is based upon an unsound and unjustified interpretation of the IFB technical requirements. All bidders had equal access to the information provided and explained by GPA with which to prepare their technical proposals. GlidePath misinterpreted the requirements.

GlidePath's misinterpretation is evidenced by at least one other bidder exceeding GlidePath's alleged 20.7 MWp cap: KEPCO. KEPCO's Technical Proposal shows a Pnom total of 21065 kWp and a Contract Net Capacity of 21750 KW. *See* Exhibit "C" (Procurement Record, Binder 4, p. 3870 and 3900).

Allowing a rebid due to GlidePath's mistakes would disadvantage ENGIE significantly. ENGIE submitted a bid with the proper understanding that the bid documents did not impose the alleged 20.7 MWp restriction. A re-bid would allow GlidePath to bid on the project after

¹ "Question: The wording "MW rating", is that in relation to PV AC (inverter) or PV DC (module)?"

GPA answer: Rating is AC reference"

ENGIE's technical proposal is now public and part of the procurement record in this appeal. This circumstance is precisely what the Superior Court of Guam has held is untenable.

Faced with this problem in another procurement appeal, the Superior Court of Guam held that “[b]y ordering GPA to merely amend the IFB to resolicit bids after the initial bids have become public, the OPA runs afoul of the issues presented in *Arakaki v. State Dep't of Accounting and Gen. Servs.*, 952 P.2d 1210 (Haw. 1998). As the Supreme Court of Hawaii noted, ‘if a second solicitation is commenced and [the winning bidder] rebids, he stands to forfeit his position as the lowest bidder because it is not inconceivable to expect that others with knowledge of [the winning bidder's] original bid price will attempt to underbid him.’ *Arakaki*, 952 P.2d at 1213.” *Mobil Oil Guam v. Guam Power Authority and IP&E Holdings*, CV 0080-16 at 6 (Superior Court of Guam March 3, 2017). The Court went on to note that “this result would contravene the purposes and policies of Guam's Procurement Law, among which are ‘to ensure the fair and equitable treatment of all persons who deal with the procurement system of [Guam],’ ‘to foster effective broad-based competition within the free enterprise system,’ ‘to provide safeguards for the maintenance of a procurement system of quality and integrity,’ and ‘to provide for increased public confidence in the procedures followed in public procurement.’ 5 G.C.A. § 5001(b).” *Id.*

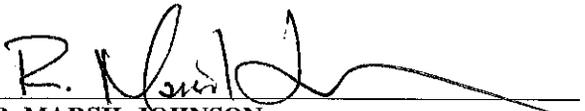
Allowing GlidePath and other bidders to modify their bids and resubmit, after having seen ENGIE's proposal, would severely disadvantage ENGIE and only serve to punish it when it has done nothing wrong. ENGIE would effectively be punished merely for the “sin” of properly understanding the IFB and submitting a correct and responsive proposal in the first place.

CONCLUSION

ENGIE Solar respectfully requests that the Office of Public Accountability uphold the denial of GlidePath's October 9, 2019 and November 13, 2019 bid protests; confirm that the 20.7 MWp restriction alleged by GlidePath was not part of the IFB; and permit Guam Power Authority to award GPA-IFB-007-18, Renewable Energy Resourced Phase III to the best ENGIE.

DATED this 10th day of February, 2020.

BLAIR STERLING JOHNSON & MARTINEZ
A PROFESSIONAL CORPORATION

BY: 
R. MARSIL JOHNSON
Attorneys for Interested Party ENGIE Solar

U68\16749-01\GAPLDARMI\234-COMMENTS OF
INTERESTED PARTY TO AGENCY REPORT RE
ENGIE SOLAR.DOCX

Exhibit “A”

**INVITATION FOR MULTI-STEP
BID NO.: GPA-007-18
RENEWABLE ENERGY RESOURCE
PHASE III**

**SUPPLEMENT & UPDATE TO VOLUME II – TECHNICAL
QUALIFICATION PROPOSAL REQUIREMENTS**

**DESCRIPTION OF OPERATION / KEY CHARACTERISTICS
&
TECHNICAL REQUIREMENTS**

DECEMBER 2018

1. Introduction

This document is an update to the "Invitation For Multi-Step Bid" ("Bid Document"), NO.: GPA-007-18, Renewable Energy Resource, Phase III. This provides additional description of operation and sets forth additional and clarified technical requirements. Bids received will be judged based on adherence to criteria and performance requirements noted in this amendment. To the degree a conflict may arise between this amendment and the Bid Document, the language in this amendment shall prevail.

The term "Point of Interconnection" (POI) is used to mean the point where a Phase III Renewable Energy Resource will interconnect with the GPA 34.5 kV system.

2. Description of Operation & Key Characteristics

Guam Power Authority (GPA) seeks to procure energy produced by photovoltaic (PV) generation on the locations provided for in the Bid Document. This PV generation shall not be connected to the AC side of the GPA system but be utilized to charge an Energy Storage System (ESS) that shall in turn be operated synchronously with the GPA grid during normal operation. GPA will not accept PV generation connected directly to the GPA 34.5 kV system. All PV generated energy shall be scheduled by GPA for delivery to the GPA system through the ESS.

The bidder should target to maximize the amount of energy that can be delivered to the GPA system given the locations where PV can be developed in the Bid Document, and in other parameters set herein. Delivery of energy from the ESS to the GPA system would normally take place during hours of the day when the PV is not generating any power. I.e., the ESS shall be capable of load shifting all of the expected energy produced by the PV generation to hours where there is less or no PV generation. It is estimated that up to 40 MW of ESS output into the GPA system can be scheduled by GPA into the GPA system. The MW output of PV used to charge the ESS should be maximized to the amount of capacity available on each site and any energy restrictions of the ESS.

The capacity / discharge rate (MW) output and otherwise design of the ESS should be such that:

- The majority of energy from the ESS is likely to be discharged during the GPA peak load period of 6 PM – 10 PM. During other non-charging hours, the PV may be scheduled to the maximum discharge rate allowed by the GPA system load and coordinated with the energy availability within the ESS.
- GPA may schedule energy at any time throughout the 24-hour day, if needed, and may be scheduled for delivery concurrent with the PV charging of the ESS.
- GPA may schedule the energy delivery up to the maximum capacity of the ESS during any period of the day.
- GPA will schedule energy via its AGC system on a block load basis. It is anticipated the ESS loads will be changed every 15 minutes by the AGC system to its new discharge point.
- The MW rating of the ESS shall be equal to or greater than the 145% of the MW rating of the PV charging system up to a maximum capacity of 40 MW. For instance, for a PV installation of 27 MW, the ESS shall be rated at a minimum of 40 MW. For a PV capacity of 10 MW, the ESS rating shall be a minimum of 14.5 MW.
- The storage rating of the ESS shall be 105% of the "expected" (see Volume II, section 2.3.2 for expected energy production) daily energy production of the PV charging capability.

The bidder shall clearly state the effective energy storage capability available to the GPA system, and state the MW output capacity, and lay out all data as specified in the Qualitative Scoring Workbook, Part 2, in the Bid Document to include output at the ESS terminals and the Point of Interconnection (POI) where energy is delivered to the GPA system, in addition to data for PV production as noted in the Bid Document's Qualitative Scoring Workbook Part 2.

The ESS need not be capable of charging by drawing power from the AC side of the GPA system. If the capability is there, this shall only be utilized upon prior mutual agreement between the Seller / Bidder and GPA.

Clarification on curtailed energy:

GPA does not guarantee that it will schedule energy from the ESS to GPA during PV production hours. GPA may, depending on loads and other resources, schedule such deliveries if available and economical. Prior to the start of a new day's PV generation cycle, GPA will guarantee to have taken energy from the ESS equivalent to what could have been stored in the ESS the day prior based on the lower of: 1) The maximum effective storage (MWh) in the ESS, and 2) The actual maximum amount of energy that could have been stored in the ESS based on the previous days PV energy production. Any PV produced energy that is not scheduled for delivery because the daily PV production total exceeds the daily stored energy capability of the ESS shall not be considered curtailed energy.

3. Technical Requirements for ESS and Inverters

The system conditions present on the GPA system are unique and the inverter-based solar (if not injecting power via an ESS) and ESS projects must demonstrate that the proposed equipment can operate reliably during system conditions not normally seen in large interconnected grid systems. There are two dominant characteristics of the GPA system that contribute to the unique operating environment. First, the frequency and voltage excursions experienced during transient events are more severe than would be expected in a larger system. Second, the system short circuit MVAs at the renewable project locations are extremely low when compared to large interconnected systems. The inverters for the proposed Phase III ESS projects must operate reliably and continually in this low short circuit MVA environment.

Short Circuit MVA figures stated in the Bid Document in Volume II, Section 2.4.3 are not reflective of the expected future GPA system. The nature of this will change significantly in the future and should not be viewed as a guaranteed amount.

Error! Reference source not found. below shows updated expected minimum Short Circuit MVA (SC-MVA) numbers at the same sites as in the Bid Document. These numbers reflect the conditions for loss of the largest synchronous generator online:

Substation Name	Nom.kV	SC-MVA	SC-MVA
		Ph.II System	Future Flex Gen
Orote	34.5	135	160
Harmon B1	34.5	175	199

Table 1: Expected Minimum Short Circuit MVA values (not guaranteed)

Note that the values in Table 1 are not guaranteed SC-MVA values. The scenario labeled "SC-MVA Ph. II System" reflects an expected typical dispatch scenario with today's thermal synchronous generation and planned Phase II PV generation additions. The "SC-MVA Future Flex Gen" scenario reflects an expected

Exhibit “B”

ANSWER:

Bidders must meet the voltage and frequency ride through requirements.

QUESTION:

29. Document Reference: Amendment XIII – P27/948

The 30MW output limit is understood as per Point of Interconnection. The ESS should be dispatchable up to the awarded ESS capacity at each site. It is the aggregated ESS capacity at a site that can be up to 30 MWac. Is that the correct way to rephrase this requirement?

ANSWER:

The maximum output of the ESS shall be 30MW AC.

QUESTION:

30. Document Reference: Amendment XIII – P27/948: "nominal operation is 20MWac"

Is this the nominal operating power per site? Is GPA seeking to procure 20 MWac minimum ESS capacity per site? If the 20 MWac capacity is not reached on one site, will GPA forego to deploy ESS at that site?

ANSWER:

GPA is seeking the most cost effective project. GPA has estimated prior to energy storage requirements that these NBG and the South Finegayan sites could be developed for 20MW ac of solar PV capacity. GPA would need to understand any reason for underdevelopment of site. Bidders must identify properties not used to address any modifications on the sublease in regards to removal of sites.

QUESTION:

31. Document Reference: Amendment XIII – P11/948: "GPA is seeking distribution of energy produced by the PV systems at the Naval Base Guam and the South Finegayan sites to be within its peak demand period from 6PM to 10PM".

- (a) Does this mean that ESS power rating times 4 hours must be greater or equal to the daily production? (b) Will a sizing with a discharge time of the daily production longer than 4 hours be disqualified? (c) Shall all the energy be consumed before the next production period?

ANSWER:

- (a) GPA peak period is within 6PM – 10PM. This period represents high costing production periods as GPA typically dispatches its peaking units which are less efficient and are diesel fueled. Bidders shall provide delivery of power at the maximum allowed discharge of the proposed ESS over the period of time starting from 5PM to midnight to accommodate the discharge of a 30MW ac project. Note that GPA has restricted interconnection capacity to 30MW ac. ESS discharge to grid shall be limited to 30MW ac maximum output.
- (b) No. Please see above response in regards to evaluating bids.
- (c) Yes.

QUESTION:

32. Document Reference: Amendment XIII – R160/948: "The MW rating of the ESS shall be equal to or greater than the 145% of the MW rating of the PV charging system, up to a maximum capacity of 40 MW. For instance, for a PV installation of 27 MW, the ESS shall be rated at a minimum of 40 MW. For a PV capacity of 10 MW, the ESS rating shall be a minimum of 14.5 MW."

Can we therefore assume the maximum PV charging system rating that can be installed is 27 MW?

ANSWER:

This section of the amendment is to illustrate that the charging and discharging times of the ESS are different and design of the ESS should include consideration that the ESS would only have 4-6 hours to discharge at a maximum interconnection output of 30MW ac.

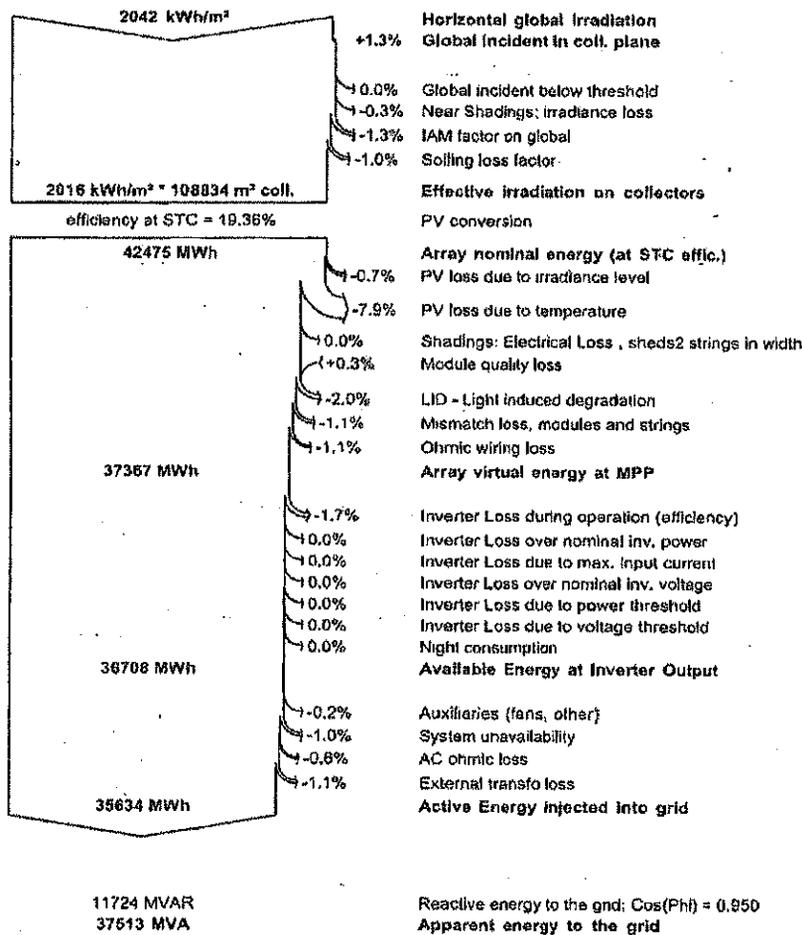
Exhibit “C”

Grid-Connected System: Loss diagram

Project : Finegayan
Simulation variant : 390Wp 20190524

Main system parameters	System type	Unlimited sheds	
PV Field Orientation	Sheds disposition, tilt	5°	azimuth 0°
PV modules	Model	Q.PEAK DUO L-G5.2 390	Pnom 390 Wp
PV Array	Nb. of modules	54012	Pnom total 21065 kWp
Inverter	Sunny Central 2750-EV_Vers.B1_35°C	Pnom	2750 kW ac
Inverter	Sunny Central 2750-EV_Vers.B1_35°C	Pnom	2750 kW ac
Inverter pack	Nb. of units	7.0	Pnom total 19250 kW ac
User's needs	Unlimited load (grid)		Cos(Phi) 0.950 leading

Loss diagram over the whole year



Invitation for Bid: GPA-007-18
Renewable Energy Resource - Phase 3
PART 2 - TECHNICAL DATA

BIDDER: Consortium of Korea Electric Power Company and Hanwha Energy Corporation PROJECT NAME: GPA-007-18 BIDDER'S NO.: South Finegayan

8.I Estimated Equivalent Availability Factor, % 99

9.J Expected Project Life, years 20

10. Interconnection and Transmission Information

10.A Interconnection Voltage: 34.5 kV

10.B Interconnection Point / Substation: Hanman

10.C Interconnecting Transmission Line: Subject to change according to Nesy/GSA

10.D Total Interconnection Cost: Subject to change according to System Impact Study

11. Power Purchase Agreement Information

11.A Term, years: 20

11.B ~~Contracting Schedule (MW)~~ 20000

12. Renewable Energy Project Generation Profile

Provide the monthly estimated average net MWh per hour for every hour of the day. GFA requests for operation profiles to evaluate the project. Annual projections must equal the Guaranteed net annual generation in G above. Data provided shall be the solar production net output (excludes ESS & other baseload output). GFA will use this data to determine total daily production to be dispatched over its peak period (6PM - 10PM) based the ESS capacity entered in 3D above.

Open Fold (Show All Years)

Close Fold (Hide After 1st Year)

COON YR	MON	Hour																								Monthly Total MWh		
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23		24	
1	Jan	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2.99	5.51	9.49	11.5	12.6	11.6	10.1	7.3	3.65	0.44	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2744.12758
1	Feb	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.01	3.26	7.38	10.6	12.5	13.6	13.6	11.8	8.92	4.97	0.77	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2824.70017
1	Mar	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	4.42	8.59	11.4	13.6	14.3	14.2	13.5	11.3	8.58	5.13	1.24	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	3311.72994
1	Apr	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	1.54	5.97	9.6	12.7	14.7	15.3	14.2	12.7	9.38	5.43	1.27	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	3500.35449
1	May	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2.14	6.97	9.6	12.2	14.5	14.7	14.5	13.2	11.1	7.84	4.69	1.17	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	3495.31085
1	Jun	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	1.85	5.42	8.26	10.7	12.7	13.6	13.8	12.9	11.3	8.3	5.21	1.52	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	3185.78776
1	Jul	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	1.23	4.59	7.84	10.4	11.8	12	11.6	10.7	9.19	6.81	4.21	1.54	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2842.38753
1	Aug	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	1.22	4.58	7.68	10.3	12.1	12	11.7	10.3	8.54	6.98	4.15	1.77	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2810.21029
1	Sep	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	1.41	4.85	8.25	10.5	11.9	12.1	12.1	10.8	8.92	6.17	3.85	0.04	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2574.34082
1	Oct	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	1.41	4.85	8.25	10.5	11.9	12.1	12.1	10.8	8.92	6.17	3.85	0.04	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2856.24017
1	Nov	2023	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	0.99	4.94	8.83	11.3	12.9	13.1	12.6	11.5	9.27	6.57	2.91	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2819.21407
2	Jan	2024	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2.99	5.51	9.49	11.5	12.6	11.6	10.1	7.3	3.65	0.44	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2738.35849
2	Feb	2024	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	3.26	7.38	10.6	12.5	13.6	13.6	11.8	8.92	4.97	0.77	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2910.91067
2	Mar	2024	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	4.42	8.59	11.4	13.6	14.3	14.2	13.5	11.3	8.58	5.13	1.24	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	3294.52916
2	Apr	2024	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	1.54	5.97	9.6	12.7	14.7	15.3	14.2	13.5	11.3	8.58	5.13	1.23	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	3462.7913
2	May	2024	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2.14	6.97	9.6	12.2	14.5	14.7	14.5	13.2	11.1	7.92	4.91	1.26	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	3438.03929
2	Jun	2024	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	1.85	5.42	8.26	10.7	12.7	13.6	13.8	12.9	11.3	8.76	5.18	1.37	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	3183.73884
2	Jul	2024	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	1.23	4.59	7.84	10.4	11.8	12	11.6	10.7	9.19	6.81	4.21	1.53	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2828.32453
2	Aug	2024	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	1.22	4.57	7.84	10.2	12	11.7	10.3	8.54	6.98	4.13	1.77	0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	-0.02	2798.11545