

Memorandum To: Interested Bidders

From: Marcus A. Jones, P.E.

County Engineer

Subject: Request for Proposals

Henderson County Public Schools Lunchroom Compost Program

Date: June 28, 2021

I. Overview:

To provide hauling and composting services at multiple Henderson County Public School locations in partnership with Henderson County Solid Waste.

II. Proposals are due: Monday, July 12, 2021 by 3:00 pm

Engineering Department

1 Historic Courthouse Square, Suite 6

Hendersonville, NC 28792

hcpurchasing@hendersoncountync.gov

III.

Table 1.1: Location of Work & Hours of Operation						
Name of School Address Operating Hours						
Apple Valley Middle School	43 Fruitland Rd.	7:30am – 8:15am; 2:30 pm –				
	Hendersonville, NC 28792	3:15pm				
Dana Elementary	690 Ridge Rd.	7:30am – 8:15am; 2:30 pm –				
-	Hendersonville, NC 28792	3:15pm				
Edneyville Elementary	2875 Pace Rd.	7:30am – 8:15am; 2:30 pm –				
	Hendersonville, NC 28792	3:15pm				
North Henderson High	35 Fruitland Rd.	7:30am – 8:15am; 2:30 pm –				
	Hendersonville, NC 28792	3:15pm				
Sugarloaf Elementary	2270 Sugarloaf Rd.	7:30am – 8:15am; 2:30 pm –				
	Hendersonville, NC 28792	3:15pm				
Upward Elementary	45 Education Dr.	7:30am – 8:15am; 2:30 pm –				
	Flat Rock, NC 28731	3:15pm				
Clear Creek Elementary	737 N Clear Creek Rd.	7:30am – 8:15am; 2:30 pm –				
	Hendersonville, NC 28792	3:15pm				

^{***}Times where there is a high amount of traffic during the school day shall be avoided.

IV. Scope of Work:

- a. Hauling of Compost
 - i. Shall haul and process organic material from Henderson County Public Schools during the times indicated in Table 1.1: Location of Work & Hours of Operation



- ii. Shall provide the necessary equipment, transportation, and personnel to collect, transport, and process the organic material.
- iii. Full containers shall be replaced with empty containers clean and free of organic material.
- iv. Bidder must comply with the State of North Carolina's compost rules and maintain necessary permits to operate.
- v. Bidder shall provide technical assistance establishing school programs as well as educating faculty and students at each school location.

b. Compost Containers

i. Rollout carts shall be 64 gallons and supplied by the bidder.

V. Number of Containers by Location

Table 1.2: Student Enrollment and Equipment by Location							
Name of School Number of Students Number of 64 Gal Rollout Containe							
Apple Valley Middle	920	10					
Dana Elementary	446	6					
Edneyville Elementary	405	6					
North Henderson High School	1,111	12					
Sugarloaf Elementary	425	6					
Upward Elementary	458	6					
Clear Creek Elementary	515	8					

VI. Schedule:

- a. The 64-gallon rollout containers shall be picked up on a biweekly basis during the times indicated in Table 1.1: Location of Work & Hours of Operation.
- b. Months with school holidays, teacher workdays, or days where the school is closed or delayed due to inclement weather shall be prorated. The Henderson County Public Schools calendar can be found in Appendix B.
- c. The following individuals should be contacted for any modifications to the normal pickup schedule:

Name	Title	Phone Number
Christine Wittmeier	Environmental Programs	(828) 694-6524
	Coordinator, Henderson	
	County	
Robert Rolfe	Director of Child Nutrition	(828) 891-6310
	Services	

VII. Changes in Schedule or Number of Containers Utilized.

Henderson County shall have the sole discretion to request an adjustment of the schedule and/or number of containers at each school location based on changes in the volume of organic material received.

VIII. Implementation Timeline:

a. August 2021 – July 2022



- i. Planning and logistics with stakeholders August and September 2021
- ii. Estimated hauling start date October 2021

IX. Proposal Submission & Award

Proposals must be submitted via Appendix A: Proposal. This is a small purchase according to 2 CFR Part 200. The bid will be awarded based upon the lowest responsible, responsive bidder standard. The County reserves the right to reject any or all bids, waive technicalities and to be the sole judge of suitability of the services for its intended use as allowed by law and further specifically reserves the right to make the award in the best interest of the County.

X. Contract

At the request of Henderson County, a contract shall be provided with the following provisions included:

A. Term

The term of this contract is one year beginning October 2021 to July 2022. This contract may be renewed on an annual basis at the sole discretion of Henderson County and shall be submitted in writing with any changes accurately reflected at the expiration of each one-year term.

B. Public Record

All documents pertaining to this contract/bid are public record unless they are marked as confidential/trade secrets pursuant to NCGS 132-1-1.2. Should a public record request be made for material, which the company contends is not public record as defined by NCGS 132-1.2, it will be the company's duty to defend this in court and indemnify the County.

C. Choice of Law

All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Henderson, State of North Carolina.

D. E-Verification

North Carolina General Statute §143-133.3 prohibits the County from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contactor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

E. Payment Terms

Contractor will bill monthly. Contractor/bidder agrees to Net 30 payment terms. The contractor/bidder shall not charge late charges or finance charges for any reason. The contractor/bidder agrees to waive any deposits required. Invoices are payable in U.S. funds.

F. Performance

All services/work rendered under this agreement will be performed at the Seller's own risk and



the Seller expressly agrees to indemnify and hold harmless the County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.

G. Cancellation

The County reserves the right to cancel this contract, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.

H. Insurance

Contractor/Bidder shall, unless this provision is waived by Henderson County, provide an Insurance Certificate naming Henderson County as additionally insured with the minimum provisions listed below:

- 1. Workers Compensation Requirements of the State of North Carolina
- 2. Comprehensive General Liability (including Premises Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury/Property Damage: \$2,000,000.00 each occurrence; \$2,000,000.00 annual aggregate
 - b. Property Damage Liability Insurance; Provide X, C, or U coverage as applicable
- 3. Contractual Liability
 - a. Bodily Injury/Property Damage: \$2,000,000.00 each occurrence; \$2,000,000.00 annual aggregate
 - b. Personal Injury, with Employment Exclusion Deleted: \$1,000,000.00 annual aggregate
- 4. Comprehensive Automobile Liability
 - a. Bodily Injury/Property Damage: \$1,000,000.00 each person; \$1,000,000.00 each occurrence
 - b. Umbrella Excess Liability including blasting coverage: \$5,000,000.00 over primary insurance; \$10,000 retention

I. Non-Appropriation

No provision of any agreement between the County and the seller (the "Agreement") shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any Constitutional debt limitation. No provision of the Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of the Constitution of North Carolina. The Agreement shall not directly or contingently obligate the County to make any payments beyond those appropriated in the sole discretion of the County for any fiscal year in which the Agreement is in effect; provided, however, that any failure or refusal by the County to appropriate funds which results in the failure by the County to make any payment coming due under the Agreement will in no way obviate the occurrence of the event of default resulting from such nonpayment. No deficiency judgment may be rendered against the County in any



action for breach of a contractual obligation under this Agreement, and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement. No provision of the Agreement shall be construed to pledge or create a lien of any class or source of the County's moneys, nor shall any provision of the Agreement restrict the future issuance of any of the County's bonds or obligations payable from any class or source of the County's moneys. To the extent of any conflict this provision and any other provision of the Agreement, this provision shall take priority and control.

XI. <u>Terms and Conditions</u>

I. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Henderson County, Henderson County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

II. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Henderson County, Henderson County reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Henderson County also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Henderson County believes, in its sole discretion that it is in the best interest of Henderson County to do so. The vendor will be compensated for work performed and accepted and goods accepted by Henderson County as of the termination date if the contract is terminated for convenience of Henderson County. Any award under this procurement process is not exclusive and Henderson County reserves the right to purchase goods and services from other vendors when it is in the best interest of Henderson County.

- III. FEDERAL FUNDS: The source of funds for this contract is federal funds (US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management), therefore the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable). To the extent these provisions apply and conflict with provisions of North Carolina law, these provisions shall control. It shall be the responsibility of the contractor to determine whether these provisions apply.
 - **A.) Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part



60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding



the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- **F.** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Henderson County, the vendor certifies that during the term of an award for all contracts by Henderson County resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan,



the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

H. Procurement of Recovered Materials CFR § 200.322

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. Record Retention Requirements for Contracts Paid with Federal Funds 2 CFR § 200.333

When federal funds are expended by Henderson County for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

IV. Title VI of the Civil Rights Acts of 1964

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively



Henderson County Engineering

insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

V. Compliance with Purchase Order Terms & Conditions

https://www.hendersoncountync.gov/county/page/doing-business-henderson-county

VI. Certificate of Non-Collusion Statement

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business entity.

VII. Disadvantaged Business/Minority Business Participation

For Disadvantaged Business Enterprise requirements, see Minority Business Participation Guidelines posted under Doing Business with Henderson County at https://www.hendersoncountync.gov/county/page/doing-business-henderson-county

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above in the Terms and Conditions.

Vendor's Name/Company Name:	
Address, City, State, and Zip Code:	
Phone Number:	Fax Number:
Printed Name and Title of Authorized Representativ	e:
Email Address:	
Signature of Authorized Representative:	
Date:	



Appendix A: PROPOSAL

The undersigned, as bidder, hereby declares that this proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that the proposal is in all respects fair and in good faith, without collusion or fraud.

The bidder has carefully examined the scope of work and hereby declares that he will furnish the services called for in the manner prescribed in the Request for Proposals: Henderson County Public Schools Lunchroom Compost Program for the following price:

Hauling of Compost				
Number of Containers Frequency of Pickup Total				
54	Bi-Weekly			

PLEASE NOTE BID PRICES AND SPECIFICATIONS SHALL BE FULLY ENFORCEABLE FOR 90 DAYS AFTER THE BID DUE DATE UNLESS NOTED BELOW

Printed Name of Firm Representative	Signature of Firm Authorized Representative
Name of Firm Submitting Proposal	Firm Address
Title	Telephone Number
Email Address	

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5 12 19	6 13 20 27	7 14 21 28	1 8 15 22	2 9 16 23 30	3 10 17 24	4 11 18	
5 12 19 26	6 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30 R 20	3 10 17 24	4 11 18 25	
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24/31	25	26	27	28	29	30		
	NOVEMBER 2021							
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DECEMBER 2021						
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2021-2022 TRADITIONAL CALENDAR

August 2021

Optional Teacher Workdays	August 13
Required Teacher Workdays	August 16 - 20
First Day of School	August 23

September 2021

Holiday (Labor Day) September 6

October 2021

Early Dismissal – 12:00 Noon October 22

November 2021

Holiday (Veterans Day) November 11 Thanksgiving Break November 24 - 26

December 2021

Early Dismissal – 12:00 Noon December 17 Winter Break December 20 - 31

January 2022

Optional Teacher Workday January 3
End of First Semester January 14
Optional Teacher Workday (MLK Day) January 17
Required Teacher Workday January 18

February 2022

Early Dismissal – 12:00 Noon February 18

March 2022

Spring Break March 14 - 18

April 2022

Optional Teacher Workday April 15 Optional Teacher Workday April 18

May 2022

Holiday (Memorial Day) May 30

June 2022

Last Day of School - Early Dismissal June 3
Required Teacher Workdays June 6 - 7
Optional Teacher Workday June 8 - 9

7 OPTIONAL WORKDAYS

8 REQUIRED WORKDAYS

11 HOLIDAYS

10 ANNUAL LEAVE DAYS

EARLY DISMISSAL AT 12:00 NOON

*The school calendar can be extended for students until Friday, June 10 due to inclement weather.

JANUARY 2022							
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FEBRUARY 2022								
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MARCH 2022						
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APRIL 2022							
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MAY 2022								
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JUNE 2022							
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