

# Workplace Solutions

## Cooperative Acceptance Agreement



Location #: 020M

Contract #: 210110865

Customer #: 12308979,1230816

Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348

GPO CC #13897 GPO Agreement #211011196

Date: 8/20/2024

Customer/Participating Agency: CLARK COUNTY WATER RECLAMATION DISTRICT

("Customer")

Phone: 702-668-8888

Address: 5857 E FLAMINGO RD

City: LAS VEGAS

State: NV

Zip: 89122

### UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
	SEE ATTACHED PRICING BREAKDOWN	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term").

Standard Name Emblem	\$ 2.00 ea	Standard Agency Emblem	\$ ea
Custom Agency Emblem	\$ 2.00 ea	Embroidery	\$ ea
Uniform Advantage	Item:	\$ 0.09	ea per week
Premium Uniform Advantage	Item:	\$	ea per week
Emblem Advantage	Item:	\$ 0.04	ea per week
Prep Advantage	Item:	\$ 0.04	ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).		
Make-Up Charge	\$ 5.00 per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium		\$ 0.10	per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.			
Artwork Charge for Logo Mat	\$		
Payment Terms: Net 30			
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ 5.00 per garment will be assessed for employee's size changed within 4 weeks of installation.		
Other			

### WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
	SEE ATTACHED PRICING BREAKDOWN			

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	<input type="checkbox"/>		

Cintas Representative Initials:

Customer Initials:

**PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.**

**OMNIA PARTICIPATING PUBLIC AGENCIES TERMS**

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution - Arbitration:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
  - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY.
  - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
  - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
  - d. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
  - e. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution - Arbitration, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution - Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Acceptance Agreement shall prevail.

**CINTAS GENERAL SERVICE TERMS SECTION**

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

- 10. Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas may be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
  - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
- 12. Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
- 13. Customer Type:** Customer must select the appropriate response below:  
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 14. Customer Funding Source:** Customer must select the appropriate response below:  
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☒ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 15. Additional Terms:** Customer must select the appropriate response below:  
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☒ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☐ No additional terms needed
- 16.** I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.
- 17. Service Guarantee:** Cintas guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Cintas' General Manager. If Cintas then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Cintas in good and usable condition.
- 18. Prevailing Law/Forum:** The laws of Nevada shall apply to all matters arising out of or relating to this agreement, without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of Nevada. The parties consent to the exclusive jurisdiction and venue of the federal and state courts located in Clark County, Nevada for any action arising out of or relating to this agreement.
- 19. Indemnification:** To the fullest extent permitted by law, Cintas agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorney's fees and all other costs connected therewith, arising out of or connected to the services provided by Cintas under this Contract, but only to the extent of any violation of intellectual property right and/or the negligence, error, omission, fault, or reckless or intentional misconduct of Cintas (or that its employees, subcontractors, or subcontractor's employees). Notwithstanding anything in the Master Agreement to the contrary, Participating Public Agency will not indemnify, hold harmless, or defend Cintas for any purpose.
- 20.** The terms of this Agreement modify, supplement, and amend the terms set forth in the Master Agreement such that any term herein shall control and supersede any conflicting term set forth in the Master Agreement.

Cintas Location #: 020M  
CintasRepSignature JAVIER ZARCO

Customer Signature:  
Print Name:

Title: KEY ACCOUNT MANAGER

Print Title:

Accepted-GM:

Email:

Cintas Enterprise Account: ☐ Yes ☐ No

Customer Contact:

Cintas Enterprise Partner Name:

Customer Contact Email:

Cintas Representative Initials:

Customer Initials:

# Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? CLARK COUNTY WATER RECLAMATION DISTRICT

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☒ NO ☐ UNSURE

Are you Tax Exempt? ☒ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

**PAYER INFORMATION:** This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: CLARK COUNTY WATER RECLAMATION DISTRICT

Account Payable Contact Phone #: 702-668-8888

Account Payable Email: accountspayable@cleanwaterteam.com

Payer Street Address: 5857 E FLAMINGO ROAD

City: LAS VEGAS

ST/PROV: NV

ZIP/PC: 89122

*We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.*

**BILL-TO INFORMATION:** This section covers where the bill will be mailed/sent to.

☒ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address: 5857 E FLAMINGO ROAD

City: LAS VEGAS

ST/PROV: NV

ZIP/PC: 89122

## WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☒ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☒ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☒ YES ☐ NO Is there an expiration date?

**PAYMENT TERMS:** Net 30 Standard

## PAYMENT OPTIONS

☒ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: Customer Initials:

## UNIFORM PRODUCT RENTAL PRICING (cont.):

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[illegible]

## WORKPLACE SERVICES PRODUCTS PRICING (cont.):

ITEM #	DESCRIPTION	RENTAL FREQ	INVENTORY	UNIT PRICE
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[illegible]

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PRICING FOR GAMENTS & FACILITY SERVICES UNDER OMNIA NEBRASKA

Material Group	Material Number	Material Desc.	Usage Code	Frequency	Price List Price
Facility Services	X10184	3X5 ACTIVE SCRAPER	Rental	Weekly	\$4.613
Facility Services	X10189	3X5 XTRAC MAT ONYX	Rental	Weekly	\$8.385
Facility Services	X10192	4X6 XTRAC MAT ONYX	Rental	Weekly	\$9.401
Facility Services	X1917	3X5 WELLNESS AF MAT ONYX	Rental	Weekly	\$4.114
Facility Services	X1918	2X3 WELLNESS AF MAT BRN	Rental	Weekly	\$2.970
Facility Services	X2477	3X5 SCRAPER MAT	Rental	Weekly	\$2.462
Facility Services	X6270	SOILED GARMENT BIN	Rental	Weekly	\$0.000
Facility Services	X6680	DISP URINAL MAT SVC	Rental	Weekly	\$2.160
Facility Services	X6789	DISP COMMODE MAT SVC	Rental	Weekly	\$2.160
Facility Services	X7463	DISP COMMODE MAT RFL	Rental	Weekly	\$2.112
Facility Services	X7464	DISP URINAL MAT RFL	Rental	Monthly	\$0.000
Facility Services	X8010	HANGER RACK	Rental	Weekly	\$0.000
Facility Services	X84330	3X5 GRAY MAT	Rental	Weekly	\$2.307
Facility Services	X84401	4X6 LOGO MAT	Rental	Weekly	\$8.321
Material Group	Material Number	Material Desc.	Usage Code	Frequency	Price List Price
Apparel	X270	MENS CARGO PANTS	Rental	Weekly	\$0.419
Apparel	X275	MENS SNAG RESISTANT MM POLO	Rental	Weekly	\$0.357
Apparel	X294	CARHARTT FR WORK SH	Rental	Weekly	\$0.861
Apparel	X330	MENS COTTON WORK SHIRT	Rental	Weekly	\$0.268
Apparel	X340	MENS COTTON WORK PANTS	Rental	Weekly	\$0.381
Apparel	X371	FR CARHARTT WORK PNT	Rental	Weekly	\$0.619
Apparel	X389	CATHY/CARGO PANTS/WM	Rental	Weekly	\$0.418
Apparel	X395	LADIES CATHY FIT WORK PANTS	Rental	Weekly	\$0.376
Apparel	X59925	MENS UNISEX LAB COAT	Rental	Weekly	\$0.366
Apparel	X69526	MENS HI VIS T SHIRT	Rental	Weekly	\$0.936
Apparel	X7153	HI VIS LS TSHIRT	Rental	Weekly	\$0.400

PRICING FOR GEMENTS & FACILITY SERVICES UNDER OMNIA NEBRASKA

Apparel	X76008	88/12 FR COVERALL	Rental	Weekly	\$1.584
Apparel	X865	MENS PLEATED UNIFORM SLACKS	Rental	Weekly	\$0.356
Apparel	X910	MENS COTTON COVERALLS	Rental	Weekly	\$0.464
Apparel	X912	MENS COVERALLS	Rental	Weekly	\$0.278
Apparel	X935	MENS COMFORT SHIRT WORK SHIRT	Rental	Weekly	\$0.000
Apparel	X945	MENS COMFORT PANT WORK PANTS	Rental	Weekly	\$0.216
Apparel	X970	MENS LINED SERVICE JACKETS	Rental	Weekly	\$0.359