

# Statement of Work

## Fleet Refresh

Created for:  
Hernando County Schools

June 18, 2025

SOW DR/CPQ #  
CPQ-161140

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## Proprietary & Confidential Information

The enclosed materials are proprietary to RICOH USA, INC. ("Ricoh"), and Ricoh reserves all right, title, and interest in and to such materials. The terms, conditions, and information set forth herein are confidential to Ricoh and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction, or transmission is expressly prohibited without the prior written consent of Ricoh.

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## Introduction

RICOH USA, INC. ("Ricoh") has prepared the following Statement of Work("SOW") to detail services for the Fleet Refresh project (the "Project") at Hernando County Schools ("Customer").

This SOW outlines the Project scope and costs. The costs outlined in this SOW are based on Ricoh's experience and preliminary information received from Customer. The information in this SOW supersedes all previous estimates or verbal discussions on the Project. If there are any desired deliverables not listed in this SOW, Ricoh will manage those requests via our [Change Control](#) ("CO") process (which may be billable).

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## Project Objective

The Ricoh Project Management Office will work with the Customer to:

- Deliver and install up to 131 new Ricoh MFPs at up to 32 Customer locations and remove up to 90 corresponding legacy devices
- Define, manage and communicate activities of the Ricoh project personnel.
- Collaborate with the Customer Project Manager to develop the Project Schedule.
- Ensure all project processes are well defined and communicated.
- Ensure Change Control processes are followed.
- Act as primary point of contact for the Customer Project Manager to ensure that project requirements are met.
- Manage and escalate project issues.
- Provide Project Status Reporting.

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## Project Scope

### Services Included in the Project Scope

Upon receipt of authorization to proceed, the following functions and deliverables will be fulfilled within the scope of the Project. See below under "Services Detail" for a complete description of these tasks.

## Customer Locations

The following Customer locations are included in the scope of this Project.

10252 NORTHCLIFFE BLVD, SPRING HILL FL 34608  
1036 VARSITY DR, BROOKSVILLE FL 34601  
1070 VARSITY DR, BROOKSVILLE FL 34601  
111 ERNIE CHATMAN RUN, BROOKSVILLE FL 34601  
11135 QUALITY DR, SPRING HILL FL 34609  
12150 VESPA WAY, WEEKI WACHEE FL 34614  
12240 VESPA WAY, WEEKI WACHEE FL 34614  
13400 ELGIN BLVD, SPRING HILL FL 34609  
14063 KEN AUSTIN PKWY, BROOKSVILLE FL 34613  
14075 KEN AUSTIN PKWY, BROOKSVILLE FL 34613  
14325 KEN AUSTIN PKWY, BROOKSVILLE FL 34613  
14411 KEN AUSTIN PKWY, BROOKSVILLE FL 34613  
17050 SPRING HILL DR, SPRING HILL FL 34604  
19220 YOUTH DR, BROOKSVILLE FL 34601  
2055 DELTONA BLVD, SPRING HILL FL 34606  
27151 ROPER RD, BROOKSVILLE FL 34602

3139 DUMONT AVE, SPRING HILL FL 34609  
3300 MARINER BLVD, SPRING HILL FL 34609  
3339 CALIFORNIA ST, BROOKSVILLE FL 34604  
4057 CALIFORNIA ST, BROOKSVILLE FL 34604  
4100 BARCLAY AVE, BROOKSVILLE FL 34609  
4135 CALIFORNIA ST, BROOKSVILLE FL 34604  
5400 APPLGATE DR, SPRING HILL FL 34606  
6001 MARINER BLVD, SPRING HILL FL 34609  
7175 EMERSON RD, BROOKSVILLE FL 34601  
8008 MOBLEY RD, BROOKSVILLE FL 34601  
801 N BROAD ST, BROOKSVILLE FL 34601  
8016 MOBLEY RD, BROOKSVILLE FL 34601  
8050 MOBLEY RD, BROOKSVILLE FL 34601  
885 N BROAD ST, BROOKSVILLE FL 34601  
919 N BROAD ST, BROOKSVILLE FL 34601  
9412 FOX CHAPEL LN, SPRING HILL FL 34606

## Services Detail / Project Scope

The following are the services and tasks that Ricoh will perform to fulfill the defined deliverables in this SOW (the "Services"). Ricoh shall provide the Services on a remote basis.

### 1. Project Management

Ricoh will provide a Project Management Resource, throughout the Project lifecycle, to coordinate the delivery and integration of Ricoh components of the solution utilizing the Ricoh Project timeline/schedule and deliverable lists of Ricoh components. This resource will act as a single point of contact for the Customer Project Lead to ensure that Project requirements are met and for reporting and resolution of all Project issues as well as coordinate and manage the activities of Ricoh personnel. The Ricoh Project management resource will review SOW with Customer at Project Kickoff.

This SOW is based on a projected project duration of up to 0 calendar weeks. Scheduling changes may affect the availability of resources for both Ricoh and the Customer and delay the completion of the engagement.

**Deliverable(s):** SOW review with Customer resources at Project kickoff

Project plan/timeline  
Resource Matrix  
Issue Log  
Installation Checklist

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## Customer Roles and Responsibilities

Any successful Project is a cooperative effort. With that in mind, the following section provides information on the roles and responsibilities expected of the Customer's Project team. Please note that a single individual may execute the roles and responsibilities listed below. Each role does not necessarily mean that separate Customer resource is required.

### Project Sponsor

Customer will provide a designated Project sponsor who will have policymaking and budgetary authority for the Project and will be responsible for the success of the Project (including participation/delegation of status calls and/or review of status reports).

### **Project Lead**

Customer will provide a designated Project lead who will:

- Escalate issues to Customer project sponsor for resolution.
- Attend and participate in project meetings.
- Assist with the success and development of the overall Project plan/timeline and/or implementation schedule.
- Assist with the [Change Control](#) process for those tasks that are outside the scope of the Services, and the TDD, including obtaining authorized signatures for COs.
- Provide a list of key resources with their contact information for areas affected by the Project to the Ricoh Project lead prior to the Project kickoff.

### **Completion Criteria**

When the Services or Project detailed in this SOW have been completed and demonstrated through satisfactory UAT or otherwise, the Project will be considered complete and Ricoh will provide to Customer a solutions delivery and acknowledgement, or similar form or document (each a "Completion Notice"). Despite the previous sentence, Ricoh will have fulfilled its obligations under this SOW when any one of the following first occurs:

- Ricoh completes the Services or Project described in this SOW and provides a Completion Notice.
- This SOW is terminated in accordance with the Terms and Conditions applicable to this SOW. In this case, Ricoh will invoice Customer for actual hours worked and expenses incurred up to the date of termination. Hardware and software purchases are governed by their own separate agreements and are not included in this definition.

No later than 5 business days after Customer's receipt of the Completion Notice, Customer shall: (i) accept the Services or Project by signing the Completion Notice (or so inform Ricoh in other writing, including email); or (ii) if the Project or Services contains material defects or fails to conform to the specifications, reject the Project or Services, in which event, Customer shall provide to Ricoh a reasonably detailed written statement outlining the basis for its rejection. Customers' failure to respond within the 5-business day period shall be deemed acceptance of the Services and/or Project.

In the event of rejection by Customer and written notice in accordance with the procedure above, Ricoh shall promptly correct the defect set forth in the written statement and redeliver the Project or Services within a reasonable period of time. Customer shall, as soon as reasonably practicable after such redelivery (but in no event later than 5 business days thereafter), accept or reject the redelivery in accordance with the procedure set forth above, which procedure shall be repeated until the Project or Services are accepted in accordance with this section.

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### **Change Control**

Changes to the scope of the Project or Services shall be made only in a written CO signed by both parties. Ricoh shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all other applicable terms are agreed upon by both parties in writing. The following is the process to follow if changes to components within the scope of this SOW are required.

- A CO will be the vehicle for communicating change. The CO must describe the change, the reason for the change, and the effect the change will have on the Project or Services.
- The designated Project lead of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both the Ricoh and the Customer Project leads will review the proposed change and approve it for further investigation. Ricoh will specify if there will be any charges for such investigation, which may be incorporated into the CO. The investigation will determine the effect that the implementation of the CO charge will have on price, schedule, and other terms and conditions of this SOW.
- A written CO must be signed by both parties to authorize the implementation of the changes.

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## **Project Assumptions**

To execute the Project successfully, several key assumptions have been made:

- All services will be delivered remotely by Ricoh's technical resources unless otherwise noted in this SOW. If in the course of delivering the Services, Ricoh determines that onsite installation or delivery is required additional charges will apply. In addition, if services are delayed or additional hours are incurred due to Customer IT availability, additional charges may apply as determined by the Change Control Process.
- All discussions of Project duration are dependent upon a timely reception of requisite purchase orders ("POs") and other Customer-generated paperwork necessary to launch the Project or move forward to the next phase.
- Ricoh will start work once this SOW has been signed and a purchasing agreement is received.
- Services provided by Ricoh or its subcontractors will be provided during normal business hours (8:00 am to 5:00 pm) Monday through Friday excluding Ricoh recognized holidays. Required Services provided outside of these hours have not been included in the costs.

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## Professional Services Fees

This is a fixed fee engagement. In consideration of the Services, Customer shall pay Ricoh the fees in the amounts and at the rates set forth as follows:

The total Fees for this Project are included in the lease agreement, not including hardware, software, sales tax, or hardware/software technical support. Customer acknowledges and agrees that the Fees for the Services to be provided by Ricoh under this SOW have been established by Ricoh and included in the lease payment set forth in the applicable lease agreement between Customer and Ricoh Financial Services or another third-party lessor, as applicable. The purchase or lease of any hardware or software is independent from this SOW and therefore not contingent on Customer's acceptance of the Services performed.

## Payment Schedule

The Fees are included in the lease payment in accordance with payment terms in the applicable lease agreement.

## Budget Notes

- All costs are exclusive of applicable taxes.
- This cost is valid for a period of 30 days from the cover date; after this date it may be revised.
- All costs are exclusive of actual travel and living (L&L) expenses incurred except where specifically noted. Actual expenses will be invoiced at the end of each month.

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## Terms & Conditions:

This SOW is executed pursuant to the contract by and between Ricoh USA, Inc. and The Regents of the University of California, a California public corporation on behalf of the University of California ("UC") on behalf of the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and all public agencies, non-profits and higher education entities ("Participating Public Agencies"), having a Purchasing Agreement number 2021002788 and the contract period is from January 15, 2021 to January 14, 2026 (the "Contract Period"), including any and all exercised renewal periods, (the "Contract"). Notwithstanding the foregoing, any SOW entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the SOW. This SOW shall consist of the terms and conditions of the Contract and this SOW. As it pertains to this SOW, the order of precedence of the component parts of the SOW shall be as follows: (a) the terms and conditions of this SOW, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this SOW in cases of conflict or inconsistency therein.

1. On-Site Security; Insurance. While on Customer's premises, Ricoh will comply with Customer's reasonable workplace safety and physical security processes and procedures provided by Customer in writing prior to performance of the Services. Each party certifies that it maintains reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the term of this SOW. Upon request, each party agrees to deliver the other evidence of such insurance coverage.
2. Term; Termination. Upon signature by both parties, this SOW shall become effective on the Effective Date and shall continue in effect for the shorter of the period necessary to complete the Services or one year, unless terminated earlier as specified in this Section (the "Term"). Either party shall have the right to terminate this SOW for cause in the event of a material breach by the other party, unless such breach is cured within thirty (30) days of receipt of written notice of such breach. Either party may terminate this SOW immediately for cause upon the commencement of any voluntary or involuntary bankruptcy or insolvency proceeding by or against either party. Ricoh may cancel this SOW, for convenience without cause, upon sixty (60) days prior written notice to Customer. In addition to its other legal remedies, Ricoh may suspend the performance of the Services, stop delivery of products and/or terminate this SOW for any non-payment on Customer's accounts that continues for more than ten (10) days following the due date. In the event a SOW is terminated by Customer without cause or terminated by Ricoh for cause, Customer agrees to pay Ricoh the Fees, materials and reimbursable expenses for all non-defective Services that Ricoh provides through the date of termination. In the event a SOW is cancelled by Ricoh without cause or terminated by Customer for cause, with respect to Services for which Customer has prepaid and which Ricoh has not yet fully provided to Customer, Ricoh will provide Customer with a prorated refund. The obligations of the parties under this SOW that by their nature would continue beyond expiration, termination or cancellation of this SOW shall survive any such expiration, termination or cancellation.
3. Limited Warranty for Services; Limitation of Liability. Ricoh warrants that it will perform the Services (i) in a good and workmanlike fashion, (ii) using reasonable care and skill, and (iii) according to the description contained in this SOW. Customer must report any defects in the Services in writing within sixty (60) days of performance of such Services in order to receive warranty remedies. Ricoh's entire liability, and Customer's exclusive remedy for any breach of this limited warranty shall be Ricoh's reasonable effort to perform corrective work or, if the Services still cannot be completed after commercially reasonable efforts to do so, a refund to Customer of a prorated amount of the Fees and charges attributable to the defective Services. Except as provided above, THE SERVICES, WORK AND DELIVERABLES ARE PROVIDED 'AS IS.' EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, RICOH DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING BY COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. FURTHERMORE, RICOH DOES NOT WARRANT THAT ALL DEFECTS WILL BE CORRECTED, OR THAT ANY SERVICES, PRODUCTS OR PROGRAMS SUPPLIED, INSTALLED OR CONFIGURED BY US WILL OPERATE ON AN UNINTERRUPTED OR ERROR FREE BASIS, OR SHALL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT OR SYSTEM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THE SERVICES, THIS SOW OR THE PERFORMANCE OR BREACH HEREOF, EVEN IF RICOH HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. RICOH'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH HEREUNDER BY CUSTOMER. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS SOW. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.
4. IP Matters; Software Licenses; Export Compliance.
  - a. Ownership of IP Rights. Neither party shall acquire any right, title or interest in or to the other party's intellectual property ("IP") rights including their copyrights, patents, trade secrets, trademarks, service marks, trade names or product names. Subject to payment of all relevant Fees and charges, RICOH hereby grants Customer a worldwide, perpetual, nonexclusive, non-transferable, royalty-free (other than payments identified in this SOW or other transaction documents) license for its internal business purposes only to use, execute, display, perform and distribute (within Customer's organization only) anything developed by RICOH for Customer in



connection with the Services ("Contract Property"), unless otherwise agreed upon in this SOW. RICOH shall retain all ownership rights to the Contract Property. For purposes of clarity this SOW and the foregoing license relates to the professional services only, and software programs shall not be deemed to be deliverables or "Services". All licensing for RICOH or third-party software shall be as provided in subsection (b), below.

- b. Software Licenses. All RICOH and/or third-party software provided by RICOH as part of or in connection with the Services is licensed, not sold, and is subject to both the server, seat, quantity or other usage restrictions set forth the relevant transaction documentation, and to the terms of the respective End User License Agreements, with which Customer agrees to comply. If such software is manufactured by a party other than RICOH, then Customer acknowledges that RICOH is not the manufacturer or copyright owner of such third-party software and that RICOH makes no representations and provides no warranties with respect thereto. RICOH shall make available to the Customer any warranties made to RICOH by the manufacturer of the software and/ or products utilized by RICOH in connection with the Services hereunder, to the extent transferable and without recourse.
  - c. Export Compliance. Notwithstanding any other provision of this Agreement, Customer shall at all times remain solely responsible for complying with all applicable Export Laws and for obtaining any applicable authorization or license under the Export Laws which arise from Customer's use of the Services and / or any software or web - based solution provided or contemplated under this SOW. Customer acknowledges and agrees that RICOH may from time to time, in its sole discretion, engage non - U.S. subcontractors to perform any portion of the Services on RICOH's behalf. Customer represents and warrants to RICOH that it, its employees and agents shall not provide RICOH with or otherwise use in connection with the Services any document, technology, software or item for which any authorization or license is required under any Export Law. Without intending to create any limitation relating to the survival of any other provisions of this SOW, RICOH and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this SOW. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.
5. Confidentiality and Non - Solicitation.
- a. Confidentiality. Except for purposes of this SOW, Ricoh shall not use or disclose any proprietary or confidential Customer data derived from the Services hereunder; provided, however, that Ricoh may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then - current Contract rates. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:
  - **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
  - **Data Overwrite Security System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

Notwithstanding anything in this SOW to the contrary, in the event that Customer engages Ricoh to perform any Data Management Services that relate to the security or accessibility of information stored in or recoverable from any devices provided or serviced by Ricoh, including but not limited to any hard drive removal, cleansing or formatting services of any kind, Customer expressly acknowledges and agrees that (i) it is aware of the security alternatives available to it, (ii) it has assessed such alternatives and exercised its own independent judgment in selecting the Data Management Services and determined that such Data Management Services are appropriate for its needs and compliance, (iii) Ricoh does not provide legal advice with respect to information security or represent or warrant that its Data Management Services or products are appropriate for Customer's needs or that such Data Management Services will guarantee or ensure compliance with any law, regulation, policy, obligation or requirement that may apply to or affect Customer's business, information retention strategies and standards, or information security requirements. Additionally, Customer expressly acknowledges and agrees that, (a) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (b) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the Customer's business or data retention, and any actions required to comply with such laws, and (c) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss, or presence, of data resulting therefrom, shall be the sole responsibility of Customer.

- b. Non - Solicitation. Non - Solicitation. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The foregoing shall not apply provided that the Customer: (a) posts the employment advertisement to the general public; and (b) the employee or independent contractor of the other party independently finds and responds to such employment advertisement, which in turn is the basis for the hiring.



6. General. This SOW and the Contract represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, oral or written, of either party. Only a Change Order in writing executed by authorized representatives of both parties may amend this SOW. Any purchase order, service order or other Customer ordering document will not modify or affect this SOW. All equipment is purchased or leased by Customer pursuant to a separate agreement and are separate and independent obligations of Customer governed solely by the terms set forth in such a separate agreement. This SOW may not be transferred or assigned by Customer without the prior written consent of Ricoh. This SOW shall be interpreted in accordance with the substantive laws of the state where the Customer's principal place of business or residence is located, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. Ricoh shall not be responsible for and shall be excused from performance or have reasonable additional periods of time to perform its obligations, where it is delayed or prevented from performing any of its obligations for reasons beyond Ricoh's reasonable control, including, without limitation, acts of God, natural disasters, labor disputes, strikes or unavailability of services, personnel or materials. The parties hereby acknowledge that this SOW may be executed by electronic means through the affixation of a digital signature, or through other such similar electronic means, and any such electronic signature by either party constitutes a signature, acceptance, and agreement as if such had been actually signed in writing by the applicable party.

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This SOW shall be effective as of the date of execution by both Ricoh and Customer. Scheduling of resources and Project duration estimates can only be provided after this SOW has been signed by both parties. By signing below, the undersigned represent that they are duly authorized to enter into this SOW on behalf of their respective entities.

### CUSTOMER ACCEPTANCE

Authorized Signature	Name and Title	Date

### RICOH ACCEPTANCE

	Robert Griffin Regional Vice President	6/18/25
Authorized Ricoh Signature	Name and Title	Date

**PLEASE PRINT THE NAME AND TITLE OF THE SIGNER IN THE APPROPRIATE SIGNATURE BLOCK.**