

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
STATE OF OKLAHOMA
(hereinafter "Participating State")

Page 1 of 12

1. Scope/Background: Contractor, on behalf of its affiliated entities providing the products and services, and the Lead State, on behalf of WSCA and the NASPO Cooperative, entered into Master Service Agreement No. S1907 effective April 12, 2012 (the Master Service Agreement and Amendments are collectively, the "Master Service Agreement").

This Participating Addendum (the "Addendum"), dated the date the last party signs ("Effective Date"), covers the WIRELESS SERVICES led by the State of Nevada for use by state agencies and other entities located in the Participating State authorized to utilize the Master Service Agreement. This Addendum is a separate agreement between the Participating State and the Contractor entered into under the terms and conditions of the Master Service Agreement except as modified herein.

2. Participation: Subject to the acknowledgement of the respective State Chief Procurement Official, as confirmed to Contractor by WSCA, unless specifically prohibited by State statute, government agencies, political subdivisions and authorized non-profits are authorized to enter into a Participating Addendum under the Master Service Agreement. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the Master Service Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Service Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. Participating State Modifications or Additions to Master Service Agreement:
(These modifications or additions apply only to actions and relationships within the Participating State.)

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SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
STATE OF OKLAHOMA
(hereinafter "Participating State")

Page 2 of 12

The following modifications to the Master Service Agreement are hereby added to the Addendum:

3.1 Limitation of Liability. The following language shall be added to Section 23 ("Limited Liability") of the Master Service Agreement:

To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

3.2 Invoicing and Payment. Section 12 of the Master Service Agreement is hereby deleted and replaced with the following language:

- a) Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- b) Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

3.3 Tax Exemption. The following language shall be added to Section 13 ("Taxes") of the Master Service Agreement:

State agency acquisitions are exempt from sales taxes and federal excise taxes. If these exemptions shall change, state agencies shall be required to provide Contractor a valid tax exemption certificate at that time. Contractor shall not include these taxes in price quotes to State agencies.

3.4 Audit and Records Clause.

Section 20 ("Inspection & Audit"), paragraph c ("Period of Retention") of the Master Service Agreement is hereby deleted and replaced with the following language:

c. Period of Retention. The Contractor is required to retain records relative to the **Addendum** for the duration of the **Addendum** and for a period of seven (7) years following completion and/or termination of the **Addendum**. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

The following additional provisions are hereby added to the Addendum:

3.5 Certification Regarding Debarment, Suspension, And Other Responsibility Matters

Contractor certifies to the best of their knowledge and belief, that it:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or Oklahoma local department or agency;
- b) Have not within a three-year period preceding this Addendum been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining,

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.**

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

**STATE OF OKLAHOMA
(hereinafter "Participating State")**

Page 3 of 12

attempting to obtain, or performing a public (Federal, State or local government) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local government) with commission of any of the offenses enumerated in paragraph 3.6b of this certification; and
- d) Have not within a three-year period preceding the Effective Date of this Addendum had one or more public (Federal, State or local government) contracts terminated for cause or default.

3.6 Non-Appropriation Clause

The terms of any contract and any Purchase Order issued for multiple years under the Addendum are contingent upon sufficient appropriations being made by the State of Oklahoma Legislature or other appropriate government entity. Notwithstanding any language to the contrary in a solicitation or Purchase Order, or any other contract document under the Addendum, the Buyer under the Purchase Order may terminate its obligations under the Purchase Order if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Purchase Orders ("Termination for Non-appropriation"). Following Termination for Non-appropriation, the procuring agency or Buyer will not be obligated for payments for any fiscal period after the effective date of termination. The procuring agency or Buyer will give Contractor written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. The Buyer's decisions as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding. At Contractor's request, the procuring agency or Buyer will provide supplemental documentation regarding the non-appropriation of funds.

3.7 Choice of Law

Any claims, disputes, or litigation relating to the execution, interpretation, performance, or enforcement of the Addendum shall be governed by the laws of the State of Oklahoma.

3.8 Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the Addendum shall be in Oklahoma County, Oklahoma.

3.9 Mutual Responsibilities

The Participating State and Contractor agree that under this Addendum:

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
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**MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.**

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

**STATE OF OKLAHOMA
(hereinafter "Participating State")**

Page 4 of 12

- a) Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- b) This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- c) Each party grants the other only the limited licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

3.10 Escorted Access.

Where determined necessary by the Participating State in its discretion, the Participating State may require that Contractor's employees and subcontractors be escorted by State personnel while accessing the Participating State's property; provided, however, that any such escorted access shall be provided at the State's sole cost and expense.

3.11 Unauthorized Obligations

At no time during the performance of this Addendum shall the Contractor have the authority to obligate the Participating State or a Buyer for payment of any goods or services over and above the awarded or Purchase Order amount, as applicable. If the need arises for goods or services over and above the amount for the project, Contractor shall cease the project and contact the Buyer for approval prior to proceeding.

3.12 Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-22 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards ("the Standards") issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customization from claims arising out of an invalid or inaccurate claim on the part of the Contractor in providing a description of conformance with the Standards.

3.13 Failure to Enforce

Failure by the Participating State at any time to enforce the provisions of the Addendum shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Addendum or any part thereof or the right of the Participating State to enforce any provisions at any time in accordance with its terms.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.**

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

**STATE OF OKLAHOMA
(hereinafter "Participating State")**

Page 5 of 12

3.14 Media Ownership (Disk Drive and/or Memory Chip Ownership)

In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased Contractor equipment purchased from Contractor under this Addendum remain the property of the Participating State.

Disk drives and memory cards purchased with or included in equipment purchased from Contractor under this Addendum shall remain the property of the Participating State.

Personal Identification Information may be retained within electronic media devices and components; therefore, the Participating State shall not allow the release of electronic media either between State Agencies with replacement or refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for purchased equipment shall also be applied to replacement devices and components the Contractor may supply during the downtime (repair) of equipment purchased through this Addendum. If a device has to be removed from a location for repairs, there shall be sufficient safeguards put in place by the Participating State (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device. The Participating State or Buyer shall be responsible for removing or deleting all Personal Identification Information from a device prior to returning to Contractor for repairs or replacement programs.

3.15 Offshore Services

Use of State Information by Contractor Services located internationally will be limited to Implementation and Service Support. No proprietary information can be used for troubleshooting without permission from an authorized Office of State Finance (OSF) Representative, however, Contractor shall be permitted to access certain CPNI for the purpose of implementation and service support.

3.16 Publicity

The award of this Addendum to Contractor is not in any way an endorsement of Contractor or Contractor's services by the Participating State and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the Participating State all advertising, sales promotion, and other publicity matters relating to this Addendum wherein the Participating State's name is mentioned or language used from which the connection of the Participating State's name therewith may, in the Participating State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the Participating State. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices referencing this Addendum and the Participating State by name without obtaining the prior written approval of the Participating State.

3.17 Administrative Fee. As of the Effective Date, and subject to and conditioned upon the terms and conditions of the Master Service Agreement (including, but not limited to, Section 3.2.3.2 of Attachment AA) the Participating State may earn an administrative fee for Buyers that make purchases pursuant to this Addendum equal to 1% ("State Admin Fee") of the CL Wireless Spend.

The State Admin Fee will be calculated each calendar quarter based on the CL Wireless Spend during the previous invoice cycle and shall be due 45 calendar days after the end of each quarter (i.e., May 15, August 15, November

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
STATE OF OKLAHOMA
(hereinafter "Participating State")**

Page 6 of 12

15, February 15). The State Admin Fee will be issued to the Participating State in the form of a check sent to the following address:

Office of State Finance
Finance Unit
3812 N. Santa Fe
Suite 290
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

If Contractor incorrectly pays Admin Fee to the Participating State, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. Contractor will not pay an State Admin Fee to the Participating State if (1) the Addendum has expired; or (2) the Addendum has been terminated (before expiration) by either party.

3.18 Contract Usage Reporting Requirements

The Participating State requires quarterly reporting of acquisitions made against the Addendum.

a) Contract Usage Reporting

Contractor shall provide a quarterly usage report ("Usage Report") to the Participating State, indicating the dollar amounts sold to each state agency or local governmental entities purchasing under this Addendum, plus grand totals, which include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, Municipalities, or political subdivisions.

b) Item Detail Usage Reporting

Contractor shall provide quarterly item detailed usage reporting in the Usage Report. The report format shall be provided to the Contractor; however, for informational purposes the Usage Report requirement shall include the following:

1. Purchasing agency/entity
2. Billing Account Number
3. Subscriber Quantity
4. Account Type
5. Total State Admin Fee Amount for Quarter
6. Total Eligible MRC (Sales) by Buyer for Quarter
7. Grand Total Eligible MRC (Sales) for Quarter

3.18.1 Reporting Requirements

- a) Usage Report shall be submitted quarterly regardless of quantity.
- b) Usage Report shall be delivered, by email to StatewideContractReports@osf.ok.gov within 45 calendar days upon completion of the previous quarterly reporting period cited below.
- c) Usage Report quarterly reporting periods shall be:

January 1 through March 31

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.**

**Nevada Contract Number: 1907
(hereinafter "Contractor")**

And

**STATE OF OKLAHOMA
(hereinafter "Participating State")**

Page 7 of 12

April 1 through June 30

July 1 through September 30

October 1 through December 31

Failure to provide Usage Report may result in cancellation or suspension of Addendum pursuant to Section 21 of the Master Service Agreement. It is the Contractor's responsibility to notify the contracting officer of any delay in providing this Usage Report as defined.

3.19 Web Site Requirements

Contractor, either directly or through a subcontractor or third party vendor, will provide a web page devoted to the awarded products for the State of Oklahoma for this Addendum. The State of Oklahoma will provide an Internet link from their web page to the Contractor's web page.

The basic web page for the State of Oklahoma Addendum will include the following:

- a) A listing of the contact personnel of the awarded vendor and the pertinent contact numbers.
- b) Contractor's ordering address
- c) Contractor's remittance address
- d) "How to Use" instruction for using Contractor web site
- e) Pertinent contract information detailing the required State of Oklahoma contract numbers and applicable State of Oklahoma commodity codes.
- f) A complete product listing including retail price list with the applicable State of Oklahoma awarded pricing.

- g) This general category grouping must have an expanding tree of information for the products available in that category. The web site must then have the capability to pick one of the general categories and go to a product specific page that details the information concerning that particular product.
- h) Printing a Quote Page. Once the Buyer has determined their needs, they will need a printable quote with quote number and/or quote date. The quote number/date must be valid for at least thirty (30) days to allow agencies time to process internal paperwork.

3.20 Authorized Users

During the term of this Addendum, any State or local government entities within the State of Oklahoma and authorized non-profits, as defined herein, located within Oklahoma may utilize this Addendum. Under this Addendum, the State of Oklahoma bears no liability for the actions of counties, school districts, municipalities, and authorized non-profits and the privities of contract as to Purchase Orders issued by such Buyer exists solely between the Contractor and the applicable county, school board, municipality or authorized non-profit which is the Buyer under such Purchase Order.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")
And
STATE OF OKLAHOMA
(hereinafter "Participating State")

Page 8 of 12

3.21 Type of Contract

This shall be a mandatory statewide competitive contract that is available to all State of Oklahoma agencies. Other State or local government entities within Oklahoma and authorized non-profits located within Oklahoma may avail themselves of this Addendum.

As stated above, this Addendum shall be a mandatory statewide contract, which means all State agencies should use the Addendum for the services specified herein, unless the ordering agency has received a written exception from the contracting officer. The State of Oklahoma reserves the right to conduct separate procurement process' to establish contract(s) for the same or similar services for any agency's specific project.

3.22 Contractor Services

The Participating State shall not guarantee any minimum or maximum amount of the Contractor services that may be required under this Addendum.

3.23 Ordering

Any services to be furnished under this Addendum shall be ordered by the issuance of written purchase orders by the State agencies and authorized Buyers. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this Addendum. Any purchase order dated prior to expiration of this Addendum shall be performed, however, the term of the purchase order shall not exceed the term of the Master Service Agreement or this Addendum. In the event of conflict between a purchase order and this Addendum, the Addendum shall have precedence.

4. [Purposely Left Blank.]

5. Primary Contacts: The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor

Name	Gray Sigler
Address	See Secondary Contact below for correspondence. (If an address is needed, use Sprint Contract Manager)
Telephone	775-450-2916
Fax	See Secondary Contact

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016**

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.

Nevada Contract Number: 1907
(hereinafter "Contractor")

And

STATE OF OKLAHOMA
(hereinafter "Participating State")

Page 9 of 12

E-mail	Gray.r.Sigler@sprint.com
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Contractor (Secondary Contact)

Name	Michaela Clairmonte, Manager, Contract Negotiations
Address	12502 Sunrise Valley Drive, MS: VARESA0208, Reston, VA 20196
Telephone	703-433-8581
Fax	703-433-8798
E-mail	Michaela.Clairmonte@sprint.com

Participating State

Name	Gary Rowland, Procurement Specialist
Address	2401 N. Lincoln, Suite 206 Oklahoma City OK 73105
Telephone	405-521-4898
E-mail	Gary.Rowland@osf.ok.gov

6. [Purposely Left Blank.]

7. Purchase Order Instructions:

All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders or Sprint Approved funding documents will be in accordance with and subject to WSCA Contract # 1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); and (3) Purchase order amount.

8. Price Agreement Number:

All purchase orders or Sprint approved funding documents issued by purchasing entities within the jurisdiction of this Addendum shall include the Participating State assigned contract number and the Lead State price agreement number: 1907.

This Addendum and the Master Service Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Service Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Service Agreement and its

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
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MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.
Nevada Contract Number: 1907
(hereinafter "Contractor")

And
STATE OF OKLAHOMA
(hereinafter "Participating State")

Page 10 of 12

exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and its exhibits shall prevail and govern in the case of any inconsistency or conflict with the terms and conditions of the Master Service Agreement as to the Participating State and any Buyers under this Addendum ONLY, and shall otherwise have no impact on the Master Service Agreement and its exhibits.

9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

10. Sprint Approved Funding Document: The Sprint Approved Funding Document ("Funding Document") is attached hereto as Exhibit A. As a pre-condition to ordering Sprint services and equipment, Sprint may in its discretion require Buyers to provide the Funding Document.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016**

Administered by the State of Nevada (hereinafter "Lead State")

MASTER SERVICE AGREEMENT
SPRINT SOLUTIONS, INC.


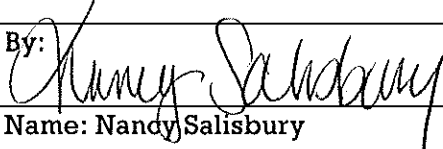
Nevada Contract Number: 1907
(hereinafter "Contractor")

And

STATE OF OKLAHOMA
(hereinafter "Participating State")

Page 11 of 12

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

STATE OF OKLAHOMA:	SPRINT SOLUTIONS, INC.:
By: 	By: 
Name: Alex Z Pettit	Name: Nancy Salisbury
Title: CIO	Title: Regional Vice President
Date: 7/31/12	Date: 7-25-12

Sprint — Approved as to Legal Form
HRF 18 July 12

EXHIBIT A – FUNDING DOCUMENT

UNITED STATES GOVERNMENT
OFFICE OF MANAGEMENT AND BUDGET
PROGRAM INTEGRATION CENTER

<Date>

<Agency Name>
<Contracting Officer or Authorized POC- insert Name & Title>
<Street Address>
<City>, <State> <ZIP Code>
<Insert Phone Number>
<Email>

Dear <Insert Sprint Sales Rep Name>,

The units on the following Billing Account Numbers listed below are eligible to purchase wireless communication services under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907**, dated _____, and the **WSCA Participating Addendum between Sprint Solutions, Inc., and the State of Oklahoma**.

Billing Account Numbers: [Insert List of Sprint Billing Account Numbers]

I, _____, hereby certify that the following information provided herein is true and accurate as of the date of this letter: (1) I am an authorized purchaser for [Insert Agency Name]; (2) all orders will be in accordance with and subject to the pricing, terms and conditions under the **Western State Contracting Alliance (WSCA) Agreement, No. 1907, and the WSCA Participating Addendum with the State of Oklahoma**; and (3) Sprint is authorized to invoice the total dollar amount for services and equipment ordered by an authorized purchaser for the [Insert Agency Name].

Furthermore, I certify the [Insert Agency Name] (1) shall pay charges incurred for the period of time the units are active with Sprint and until written notice of cancellation is provided to Sprint; and (2) the [Insert Agency Name] acknowledges and understands that Sprint will not automatically terminate service until written notice of cancellation is received by Sprint. The [Insert Agency Name] agrees to pay Sprint for all fees and charges for services and equipment received up to the effective date of cancellation.

If there is a change in the above authorization, it is the responsibility of the authorized purchaser to provide written notification to Sprint within ten (10) days at the following address:

Sprint
12502 Sunrise Valley Drive
Mailstop: VARESA0208
Reston, VA 20196
Attn: Public Sector Contracts Manager

Sincerely,

<Sign Name, Title>