



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Contract

Order Date: 03-25-2025

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 0702 7801 TAX2400000001 4	Procurement Folder:	1374653
Document Name:	GenTax Tax Processing Application	Reason for Modification:	Change Order 1 - Contract Renewal
Document Description:	CO-01 Contract Renewal		
Procurement Type:	Central Sole Source		
Buyer Name:	David H Pauline		
Telephone:	304-558-0067		
Email:	david.h.pauline@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2024-02-22
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2026-02-15

VENDOR				DEPARTMENT CONTACT	
Vendor Customer Code: 000000104476				Requestor Name: Nora M Adams	
FAST ENTERPRISES LLC				Requestor Phone: 304-558-8699	
7229 S ALTON WAY				Requestor Email: nora.m.adams@wv.gov	
CENTENNIAL		CO	80112-2202		
US					
Vendor Contact Phone: 208-433-9244		Extension:			
Discount Details:					
	Discount Allowed	Discount Percentage		Discount Days	
#1	No	0.0000		0	
#2	Not Entered				
#3	Not Entered				
#4	Not Entered				

INVOICE TO	SHIP TO
OPERATIONS DIVISION TAX DIVISION OF PO BOX 11748 CHARLESTON WV 25339-1748 US	INFORMATION TECHNOLOGY DIVISION TAX DIVISION OF 1001 LEE STREET STE M CHARLESTON WV 25301 US

CR 4-2-25

Total Order Amount: \$3,941,000.00

Purchasing Division's File Copy

PURCHASING DIVISION AUTHORIZATION DATE: <i>4/2-25</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>[Signature]</i> DATE: <i>4/3/2025</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>[Signature]</i> DATE: <i>4-3-25</i> ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order 01

Change Order No. 01 is issued to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders Effective date of renewal 2/16/2025 through 2/15/2026.

Renewal Years/Months Remaining: 3 years

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81112200	0.00000	QT	853750.000000	\$0.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Gentax Maintenance and Support Year 1**Extended Description:**

MAINTENANCE AND SUPPORT SERVICES FOR GENTAX SYSTEM.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81111902	0.00000	LS	526000.000000	\$0.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Fraud Service Year 1**Extended Description:**

FRAUD SERVICE IMPLEMENTATION

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	81111902	4.00000	QT	853750.000000	\$3,415,000.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Gentax Maintenance and Support Year 2**Extended Description:**

MAINTENANCE AND SUPPORT SERVICES FOR GENTAX SYSTEM.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
4	81111902	1.00000	LS	526000.000000	\$526,000.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Fraud Service Year 2**Extended Description:**

FRAUD SERVICE IMPLEMENTATION



Larry Pack
Acting Secretary of Revenue

STATE TAX DEPARTMENT

Matthew Irby
State Tax Commissioner

January 24, 2025

Fast Enterprises, LLC
Attn: Don Browning
7229 S. Alton Way
Centennial, CO 80112

Ref: TAX24*01 – GenTax License & Support

The West Virginia State Tax Division, Information Technology Division would like to "renew" their contract with you for an additional year. If agreed and approved, the dates of services for this renewal will be February 16, 2025 through February 15, 2026.

Please sign below in acceptance of the renewal of this contract for one year at the same terms and conditions as the original contract. Pricing for Year 2 shall be as defined in the original agreement as follows: YR 2 \$ total cost \$3,535,000.00

Upon acceptance, please return documents via email to nora.m.adams@wv.gov or via U.S. Mail at WV State Tax Division, Attn: Operations Division PO Box 11748, Charleston WV 25301-1748.

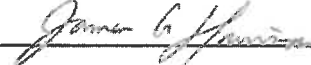
If you have any questions or need additional information, please contact me at (304) 558-8699.

Sincerely,

Nora Adams, Procurement Specialist
Operations Division

Accepted by: James G. Harrison

Company Name: Fast Enterprises, LLC

Signature: 

Title: Authorized Signatory/Member

Date: 2/11/2025

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"):

Vendor: Fast Enterprises, LLC

Contract/Lease Number ("Contract"):

Commodity/Service:

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.
Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.
Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor's benefit is deleted.
16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act ("FOIA") (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State's sole discretion.
- Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software's terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striketrough~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General's authorized representative expressly agree to and knowingly approve those alterations.

State: WV Tax Department

By: Nora Adams

Printed Name: Nora Adams

Title: Procurement Specialist

Date: 3/4/2025

Vendor: Fast Enterprises, LLC

By: James G. Harrison

Printed Name: James G. Harrison

Title: Authorized Signatory/Member

Date: 2-25-2025

ERIC L. HOUSEHOLDER
CABINET SECRETARY

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION

SAMANTHA WILLIS
PURCHASING DIRECTOR

To: All State Agencies Under Purchasing Division
From: Samantha Willis, Director & General Counsel
WV Purchasing *SLW*
Date: January 23, 2025
Re: \$100,000 Spending Requests

MEMORANDUM

Pursuant to Executive Order 4-25, signed into effect by Governor Morrissey on January 14th, 2025, all expenditures over \$100,000 must be reviewed by the Governor's Office in advance. Any solicitations, purchase orders, or other contracts currently in the possession of the Purchasing Division, which are estimated to cost over \$100,000 are being placed on hold for review. Our Division is providing documentation of those to the Governor's Office for review.

Any new requisitions valued over \$100,000 that are received by the Purchasing Division, must have a copy of this memorandum and accompanying signatures to process as usual. If there is no evidence of Governor's Office review or approval, your requisition will be returned to seek that approval.

Thank you all for your hard work, and please feel free to reach out with any questions on our end; if you have questions about the procedure for seeking the necessary approvals internally, I would recommend reaching out to your Cabinet Secretaries and/or your Department's Governor's Office liaison.

Tax 24401 Gen Tax License & Support

The Accompanying Request has been reviewed and approved by the following:

Agency Head

Cabinet Secretary/Department Head

Governor's Office Representative

2/3/2025

Date

2/27/25

Date

Date

Eric Nelson
Secretary of Revenue



Matthew Irby
State Tax Commissioner

STATE TAX DEPARTMENT

To: WV Governor's Office
From: Nora Adams *Nora Adams*
Procurement Specialist
Date: January 24, 2025
Subject: Contract Justification Letter

In accordance with Executive Order No. 4-25 WV State Tax Department is requesting review and approval for the following contract:

TAX24*01 Central Contract – Fixed Amount for GenTax License & Support

GenTax Licensing provides for tax processing to West Virginia citizens and businesses. This includes all tax preparation, identity, location services, fraud detection, public records searching, audit and collection services, data exchange services for the provision of intelligence. Without this contract West Virginia Tax Department could not provide necessary and critical service to the citizens of West Virginia.

GenTax Licensing Package also provides, full time, on-site, FAST Enterprises representative provides support and ensure immediate responses to issues. Responsibilities of FAST representatives under the GenTax Licensing Package:

- Defect evaluation and repair including:
 - FAST Enterprise Core Code
 - West Virginia Site Code
 - West Virginia Site Configuration
- Continued GenTax performance tuning
- Analysis and installation of GenTax Service Packs
- Upgrades to future versions of GenTax

The total contract amount to not exceed for year 2 \$3,535,000.00.

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West Virginia Secretary of State — Online Data Services

Business and Licensing
Online Data Services Help

Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

FAST ENTERPRISES, L.L.C.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
LLC Limited Liability Company	10/31/2005		10/31/2005	Foreign	Profit		9/29/2075	

Organization Information			
Business Purpose	5415 - Professional, Scientific and Technical Servies - Professional, Scientific and Technical Services - Computer Systems Design and Related Services (design, programming, facilities mgmt)		Capital Stock
Charter County	Kanawha	Control Number	0
Charter State	NY	Excess Acres	
At Will Term	T	Member Managed	MBR
At Will Term Years	70	Par Value	
Authorized Shares		Young Entrepreneur	Not Specified

Addresses	
Type	Address
Designated Office Address	WST VIRGINIA TAX DEPT. ATTN: RAPIDS PROJECT REVENUE CENTER MEZZANINE 1001 LEE STREET, EAST CHARLESTON, WV, 25301
Mailing Address	7229 SOUTH ALTON WAY CENTENNIAL, CO, 80112 USA
Notice of Process Address	C T CORPORATION SYSTEM 5098 WASHINGTON ST W STE 407 CHARLESTON, WV, 253131561
Principal Office Address	7229 SOUTH ALTON WAY CENTENNIAL, CO, 80112 USA
Type	Address

Officers	
Type	Name/Address
Member	FAST LP 7229 S ALTON WAY CENTENNIAL, CO, 80112
Type	Name/Address

DBA			
DBA Name	Description	Effective Date	Termination Date
GENTAX WEST VIRGINIA, LLC	FORCED DBA	10/31/2005	9/29/2075
DBA Name	Description	Effective Date	

Annual Reports	
Filed For	
2024	

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2023
2022
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2020
2019
2018
2017
2016
2015
2014
2013
2012
2011
2010
2009
2008
2007
2006
Date filed

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For more information, please contact the Secretary of State's Office at 304-558-8000.

Tuesday, April 1, 2025 — 10:42 AM

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- ☐ Exact Phrase 

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"fast enterprises, llc" 

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COMPLIANCE VERIFICATION CHECKLIST FOR REQUISITION SUBMISSION

<i>Purchasing Division Use:</i> Buyer: <u>8</u> Date: <u>3/25/25</u> Solicitation No. <u>CCT TAX24*01</u>	Agency: Tax Procurement Officer Submitting Requisition: Nora Adams Requisition No. CCT TAX24*01 PF No.: 1374653
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This checklist **MUST** be completed by a state agency's designated procurement officer and submitted with the Purchase Requisition to the Purchasing Division. The purpose of the checklist is to verify that an agency procurement officer has obtained and included required documentation necessary for the Purchasing Division to process the requisition without future processing disruptions. At the agency's preference, the agency **MUST** either submit the checklist by attaching it to the requisition's Header **OR** by placing it in the requisition's Procurement Folder.

FOR ALL SOLICITATION TYPES:

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
1	Specifications and Pricing Page included	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Use of correct specification template	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Use of correct requisition type [CRQS → CCT or CPO] or [CRQM → CMA]	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Use of most current terms and conditions (www.state.wv.us/admin/purchase/TCP.pdf)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Maximum budgeted amount in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Suggested vendors in wvOASIS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Capitol Building Commission pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Financing (Governor's Office) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Fleet Management Division pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Compliance Check Type	Required	Provided, if Required	Not Required	Purch. Div. Confirmation
10	Insurance requirements				
	<i>Commercial General Liability</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Automobile Liability</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Workers' Compensation/Employer's Liability</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Cyber Liability</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Builder's Risk/Installation Floater</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Professional Liability</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<i>Other (specify)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Office of Technology CIO pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Treasurer's Office (banking) pre-approval	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOR CHANGE ORDERS/RENEWALS:

1	Two-party agreement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Standard change order language	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Office of Technology CIO approval	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4	Justification for price increases/backdating/other	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5	Bond Rider (Construction)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6	Secretary of State Verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	State debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8	Federal debarment verification	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**The items pre-checked are required before a Purchase Requisition may be submitted to the Purchasing Division. Failure to complete and verify this documentation may result in rejection of the requisition back to the agency. It is up to the agency procurement officer to determine if pre-approvals, insurance, or other documentation is needed for the purchase. The referenced information below may be used to make this determination.*

For Purchasing Division Use Only:

I have reviewed the requisition identified above and find that it is sufficient to advertise publicly to the vendor community. My review does not preclude the possibility that the vendor community, or some other entity, will identify an area of concern; however, should such issues or concerns arise, they will be reviewed and addressed as may be appropriate.

Signature: David Pauline