



State of Idaho  
Department of Administration  
Division of Purchasing

**BRAD LITTLE**  
Governor  
**STEVE BAILEY**  
Director  
**CHELSEA ROBILLARD**  
Administrator

650 West State Street, Room 100  
Boise, ID 83702  
Telephone: (208) 327-7465  
Email: [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov)  
[www.purchasing.idaho.gov](http://www.purchasing.idaho.gov)

January 6, 2022

State Board of Examiners  
PO Box 83720  
700 W. State St.  
Boise, ID 83720-0011

VIA EMAIL  
[brdexam@sco.idaho.gov](mailto:brdexam@sco.idaho.gov)

RE: Request for Assignment of Contracts BPO20221301, BPO20221228, and 4538 Contracts for Snow and Ice Control Chemical Products.

Dear Sirs:

The Idaho Division of Purchasing (DOP) has received a request to assign Contracts BPO20221301, BPO20221228, and 4538, from Dustbusters Enterprises, Inc. (Dustbusters) and GMCO Corporation (GMCO) to Envirotech. This memo presents background information and analysis for your consideration.

Based on the available information, DOP has determined that the assignment is in the best interest of the State and respectfully requests the Board of Examiners to recognize the assignment.

### Background

On September 12<sup>th</sup>, 2025, DOP received an email from Idaho Department of Transportation (ITD) informing us that Envirotech acquired Dustbusters and GMCO. We followed up with both Dustbusters and GMCO and 1) confirmed the merger went through as of December 23, 2025, 2) provided the assignment documents, and 3) reviewed the assignment process and expectations with them. On December 23, 2025, DOP received all the required documentation from Envirotech, Dustbusters, and Envirotech. Below is a summary of the contract included with this request.

BPO20221301, for ITD, effective June 16, 2022. The Contract provides the purchase of snow and ice chemicals. The Contract is part of a multiple award and was awarded to Dustbusters for districts three (3) and four (4) with an initial term of one (1) year. There have been 5 amendments which updated pricing and renewed the Contract. The Contract expires on June 15, 2026, with a current contract value of \$2,021,298.67.

BPO20221228, for ITD, Effective May 9, 2022. The Contract provides the purchase of snow and ice control chemicals. The Contract is part of a multiple award and was awarded to Dustbusters for districts 4C and six (6) with an initial term of one (1) year. There have been four (4) amendments which updated pricing and renewed the Contract. The Contract expires May 9, 2026, with a current contract value of \$1,230,632.00.

4538, for ITD, Effective December 11, 2023. The Contract provides purchase of snow and ice control chemicals. The Contract was awarded to GMCO Corporation with an initial term of one (1) year. There have been two (2) amendments which updated the pricing and renewed the Contract. The Contract expires December 10, 2026, with a current contract value of \$4,228,124.00.

**Reason for Assignment**

Envirotech has acquired both Dustbusters and GMCO and is requesting assignment of their respective contracts, according to the attached documents provided by the companies. The Idaho Department of Transportation will continue to purchase ice and snow chemicals for the foreseeable future and needs the contracts to continue, subject to the Administrator's and Board of Examiners' approval.

**ANALYSIS OF REQUEST TO ASSIGN**

When analyzing the appropriateness of assigning a contract that was issued pursuant to the competitive bid process, I've reviewed whether the assignee is equal to or better than the assignors, and the potential benefits and risks to the State to assign the Contracts rather than performing a full rebid.

**Quality of Assignee**

The assignee, Envirotech, started taking over responsibilities of the Contract in December of 2025. The communication we exchanged with Envirotech has reassured us on their ability to provide top customer service, and that they will continue to provide the specified snow and ice chemicals in a manner that is equal to or better than Dustbusters and GMCO.

**Risk Analysis**

Rebidding the Contracts will result in a lapse in service resulting from the bidding process and/or during the transition process to a new provider. ITD relies on these services to provide snow and ice chemicals across the state, maintaining safe roadways. Given the potential for a lapse in service, price increases, and that there hasn't been a change in work performance, we don't find a rebid to be in the State's best interest.

**Conclusion**

There has not been any disruption in service with the Contracts in this request. We are confident Envirotech will continue providing equal or greater performance over the remaining life of the Contracts. Taking all this into consideration, we respectfully ask that you accept the request to assign the above referenced contracts from Dustbusters and GMCO to Envirotech.

Thank you for your consideration of this matter. I will be available at both the subcommittee and Board meetings to answer questions and provide any requested information.

Sincerely,

Jake Nay, Contract Administration Supervisor

Email: [jake.nay@adm.idaho.gov](mailto:jake.nay@adm.idaho.gov)

Phone: (208) 332-1600

Attachments: Request for Recognition of Assignment  
Administrator Acceptance of Assignment

**IDAHO STATE BOARD OF EXAMINERS  
Request for Recognition of Assignment**

"Assignor" as used herein is Dustbusters

Address 65 Rail Center Evanston, CO 82930

"Assignee" as used herein is Envirotech

Address 910 54th Avenue, Suite 230 Greeley, CO 80634

"Board" as used herein is the State Board of Examiners, State of Idaho.

"Controller" as used herein is the Idaho State Controller and Secretary to the Board.

WHEREAS, the State of Idaho is or may be obligated to make payments to Assignor pursuant to its contractual or other obligations, more particularly described as follows:

Category 1 snow and ice chemicals and general use snow and ice control chemicals  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, Assignor has agreed with Assignee to assign all rights of payment for the above obligations to Assignee as reflected by the attached Agreement; and

NOW THEREFORE, pursuant to I.C. Sec. 67-1027, Assignee requests the Board to specially approve assignment of the above obligations on the conditions listed below:

(1) Assignee agreed that its rights shall be subordinate to any claims the State of Idaho or any of its agencies or instrumentalities have or may have against Assignor now or in the future. These claims include, but are not limited to, contracts, tort claims, taxes, fines or penalties of any sort.

(2) If the state receives more than one claim against the amounts owed to Assignor, Assignee shall pay the state the total cost of evaluating such claims. These costs include but are not limited to reasonable attorney's fees for the evaluation of the conflicting claims and any expenses necessary for such evaluation, including but not limited to, photocopying, transcript costs or any travel costs as necessary. It is intended that the State of Idaho be made whole in the event that there is any dispute over the sums involved.

(3) As to any payments made by the state to Assignee on the above-referenced obligations, Assignee agrees to defend, indemnify and hold harmless the State of Idaho for any claims made against the state resulting from such payments to Assignee. It is intended that the State of Idaho be made whole in any dispute involving payments made to Assignee.

The undersigned certifies that he/she is duly authorized by Assignee to execute this Agreement

DATED this 25<sup>th</sup> day of November, 2025.

**ASSIGNEE**

**ASSIGNOR**

Signature: Chris Howson

Signature: Jason Sanchez

Name: Chris Howson

Name: Jason Sanchez

Title: CFO

Title: CEO

State of Colorado )

SS.

County of Weld )

On this 25<sup>th</sup> day of November, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Chris Howson known to me to be the ASSIGNEE whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

B.A.

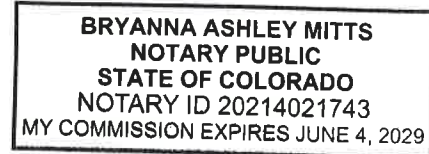
Notary Public for State of Colorado

(SEAL)

Residing at Greeley, CO

My commission expires June 4 2029

DAN 20214021743-646060



State of Colorado )

: ss.

County of Weld )

On this 25th day of November, 20 25, before me, the undersigned, a Notary Public in and for said state, personally appeared Jason Sanchez, known to me to be the ASSIGNOR whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

B.A.

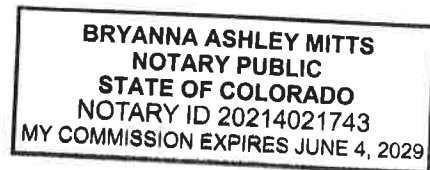
Notary Public for State of Colorado

(SEAL)

Residing at Greeley, CO

My commission expires June 4 2029

DAN 20214021743-146110



The Board, having duly considered the above request pursuant to I.C. Sec. 67-1027, specially approved the above request on \_\_\_\_\_, 20\_\_\_\_. This assignment shall be effective seven (7) days after its approval by the State Board of Examiners.

---

Brandon D Woolf, Secretary  
State Board of Examiners and  
Idaho State Controller

Note: a) After the Assignee and Assignor have completed this form, please mail to:

Idaho State Controller  
P.O. Box 83720  
700 West State Street  
Boise, Idaho 83720-0011

b) After the State Board of Examiners approves the assignment, an executed copy will be mailed to each party.

*The Request for Recognition of Assignment form to be used pursuant to Idaho Code 67-1027. The form will be submitted to the State Board of Examiners for approval after it has been completed and returned to the State Controller's Office. For more information, please contact the State Controller's Office, 208-334-3100, or [brdexam@sco.idaho.gov](mailto:brdexam@sco.idaho.gov).*

**IDAHO STATE BOARD OF EXAMINERS  
Request for Recognition of Assignment**

"Assignor" as used herein is GMCO

Address 0228 Powerline Road Rifle, CO 81650

"Assignee" as used herein is Envirotech

Address 910 54th Avenue, Suite 230 Greeley, CO 80634

"Board" as used herein is the State Board of Examiners, State of Idaho.

"Controller" as used herein is the Idaho State Controller and Secretary to the Board.

WHEREAS, the State of Idaho is or may be obligated to make payments to Assignor pursuant to its contractual or other obligations, more particularly described as follows:

Category 1 snow and ice control chemical products  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, Assignor has agreed with Assignee to assign all rights of payment for the above obligations to Assignee as reflected by the attached Agreement; and

NOW THEREFORE, pursuant to I.C. Sec. 67-1027, Assignee requests the Board to specially approve assignment of the above obligations on the conditions listed below:

(1) Assignee agreed that its rights shall be subordinate to any claims the State of Idaho or any of its agencies or instrumentalities have or may have against Assignor now or in the future. These claims include, but are not limited to, contracts, tort claims, taxes, fines or penalties of any sort.

(2) If the state receives more than one claim against the amounts owed to Assignor, Assignee shall pay the state the total cost of evaluating such claims. These costs include but are not limited to reasonable attorney's fees for the evaluation of the conflicting claims and any expenses necessary for such evaluation, including but not limited to, photocopying, transcript costs or any travel costs as necessary. It is intended that the State of Idaho be made whole in the event that there is any dispute over the sums involved.

(3) As to any payments made by the state to Assignee on the above-referenced obligations, Assignee agrees to defend, indemnify and hold harmless the State of Idaho for any claims made against the state resulting from such payments to Assignee. It is intended that the State of Idaho be made whole in any dispute involving payments made to Assignee.

The undersigned certifies that he/she is duly authorized by Assignee to execute this Agreement

DATED this 25th day of November, 2025.

**ASSIGNEE**

**ASSIGNOR**

Signature: Chris Howson

Signature: Jason Sanchez

Name: Chris Howson

Name: Jason Sanchez

Title: CFO

Title: CEO

State of Colorado )

: ss.

County of Weld )

On this 25th day of November, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Chris Howson known to me to be the ASSIGNEE whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

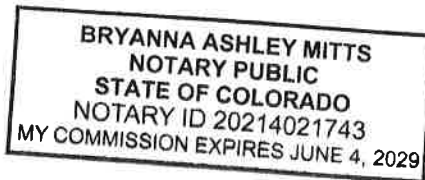
B.A.

Notary Public for State of Colorado

(SEAL)

Residing at Greeley, CO

My commission expires June 4 2029  
DAN 20214021743-230394



State of Colorado )

: ss.

County of Weld )

On this 25th day of November, 2025, before me, the undersigned, a Notary Public in and for said state, personally appeared Jason Sanchez, known to me to be the ASSIGNOR whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

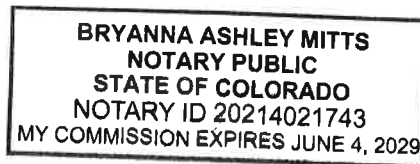
B.A.

Notary Public for State of Colorado

(SEAL)

Residing at Greeley, CO

My commission expires June 4 2029  
DAN 20214021743-825547



The Board, having duly considered the above request pursuant to I.C. Sec. 67-1027, specially approved the above request on \_\_\_\_\_, 20 \_\_\_\_\_. This assignment shall be effective seven (7) days after its approval by the State Board of Examiners.

---

Brandon D Woolf, Secretary  
State Board of Examiners and  
Idaho State Controller

Note: a) After the Assignee and Assignor have completed this form, please mail to:

Idaho State Controller  
P.O. Box 83720  
700 West State Street  
Boise, Idaho 83720-0011

b) After the State Board of Examiners approves the assignment, an executed copy will be mailed to each party.

*The Request for Recognition of Assignment form to be used pursuant to Idaho Code 67-1027. The form will be submitted to the State Board of Examiners for approval after it has been completed and returned to the State Controller's Office. For more information, please contact the State Controller's Office, 208-334-3100, or [brdexam@sco.idaho.gov](mailto:brdexam@sco.idaho.gov).*

## ADMINISTRATOR ACCEPTANCE OF ASSIGNMENT

THIS ACCEPTANCE OF ASSIGNMENT (Acceptance) is entered by and between the State of Idaho, Idaho Department of Transportation, Dustbusters Enterprises, Inc. (“Assignor”), and Envirotech Services, Inc. (“Assignee”).

### RECITALS

- A. The State issued the following contract for the benefit of Idaho Department of Transportation: BPO20221301 and BPO20221228, Contract for snow and Ice Chemical Products. The contracts were awarded to Assignor.
- B. As required by the terms of the contract and Idaho Code section 67-9230, Assignee requested the Purchasing Administrator approve assignment of BPO20221301 and BPO20221228 from Assignor to Assignee.
- C. Assignee has informed Purchasing that it has purchased Assignor and has requested assignment.
- D. Idaho Department of Transportation is willing to approve Assignee’s request subject to the terms of this Acceptance.

### AGREEMENT

In consideration of the following representations, warranties, terms, conditions and covenants, the parties agree as follows:

- 1. BPO20221301 and BPO20221228 (the “Contract”) remains in full force and effect in accordance with the contract’s terms except as specifically modified in this Acceptance. All of the terms herein shall have the same meaning as contained in the Contract, except as specifically defined otherwise in this Acceptance.
- 2. Assignee has consented in writing to the following term concerning service of process:

Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor’s actual receipt of process or upon the State’s receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.
- 3. Unless waived in writing by Purchasing, Assignee shall possess financial qualifications and insurance equal to or better than those possessed by Assignor upon the effective date of the Contract. Additionally, Assignee shall provide equal or greater quality of products and shall provide an equal or greater level of customer service as was provided by Assignor since the effective date of the Contract.
- 4. Assignee shall be responsible and liable for all terms of the Contract. Assignee is liable for acts and omissions of Assignor prior to the effective date of the assignment.

- 5. The parties hereto do not intend that any persons or entities other than the parties hereto, and their successors and assigns, shall have any rights or remedies hereunder. The parties hereto specifically disclaim any intent to bestow any enforceable benefit upon any third parties as against the parties hereto. Any benefit accruing to any such third party as the result of the execution of this Acceptance is merely coincidental and no third party may rely on receiving any such benefit.
- 6. This Acceptance shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.
- 7. The Contract, as amended by this Acceptance constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties. The Contract may not be further amended in any manner except in a writing made and entered as set forth in the Contract or this Acceptance.

NOW THEREFORE, the parties have entered into this Acceptance effective as of the date of recognition by the Idaho Board of Examiners pursuant to Idaho Code section 67-1027.

**- ASSIGNOR -**

**- ASSIGNEE -**

Dustbusters Enterprises, Inc.

EnviroTech Services, LLC fka EnviroTech Services, Inc.

Company Name

Company Name

Jason Sanchez

Chris Howson

Authorizing Signature

Authorizing Signature

CEO

CFO

Title of Authorizer

Title of Authorizer

November 25, 2025

November 25, 2025

Date of Authorization

Date of Authorization

**STATE OF IDAHO**  
Department of Administration  
Division of Purchasing

Chelsea Robillard

Chelsea Robillard, Administrator

02/27/2026

Date

## ADMINISTRATOR ACCEPTANCE OF ASSIGNMENT

THIS ACCEPTANCE OF ASSIGNMENT (Acceptance) is entered by and between the State of Idaho, Idaho Department of Transportation, GMCO Corporation (“Assignor”), and Envirotech Services, Inc. (“Assignee”).

### RECITALS

- A. The State issued the following contract for the benefit of Idaho Department of Transportation: 4538, Contract for Snow and Ice Chemical Products. The contract was awarded to Assignor.
- B. As required by the terms of the contract and Idaho Code section 67-9230, Assignee requested the Purchasing Administrator approve assignment of 4538 from Assignor to Assignee.
- C. Assignee has informed Purchasing that it has purchased Assignor and has requested assignment.
- D. Idaho Department of Transportation is willing to approve Assignee’s request subject to the terms of this Acceptance.

### AGREEMENT

In consideration of the following representations, warranties, terms, conditions and covenants, the parties agree as follows:

1. 4538 (the “Contract”) remains in full force and effect in accordance with the contract’s terms except as specifically modified in this Acceptance. All of the terms herein shall have the same meaning as contained in the Contract, except as specifically defined otherwise in this Acceptance.
2. Assignee has consented in writing to the following term concerning service of process:

Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor’s actual receipt of process or upon the State’s receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.
3. Unless waived in writing by Purchasing, Assignee shall possess financial qualifications and insurance equal to or better than those possessed by Assignor upon the effective date of the Contract. Additionally, Assignee shall provide equal or greater quality of products and shall provide an equal or greater level of customer service as was provided by Assignor since the effective date of the Contract.
4. Assignee shall be responsible and liable for all terms of the Contract. Assignee is liable for acts and omissions of Assignor prior to the effective date of the assignment.
5. The parties hereto do not intend that any persons or entities other than the parties hereto, and their successors and assigns, shall have any rights or remedies hereunder. The parties hereto specifically disclaim any intent to bestow any enforceable benefit upon any third parties as against the parties

hereto. Any benefit accruing to any such third party as the result of the execution of this Acceptance is merely coincidental and no third party may rely on receiving any such benefit.

- 6. This Acceptance shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.
- 7. The Contract, as amended by this Acceptance constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties. The Contract may not be further amended in any manner except in a writing made and entered as set forth in the Contract or this Acceptance.

NOW THEREFORE, the parties have entered into this Acceptance effective as of the date of recognition by the Idaho Board of Examiners pursuant to Idaho Code section 67-1027.

- ASSIGNOR -

- ASSIGNEE -

GMCO Corporation

Company Name

Jason Sanchez

Authorizing Signature

CEO

Title of Authorizer

November 25, 2025

Date of Authorization

EnviroTech Services, LLC fka EnviroTech Services, Inc.

Company Name

Chris Howson

Authorizing Signature

CFO

Title of Authorizer

November 25, 2025

Date of Authorization

**STATE OF IDAHO**  
Department of Administration  
Division of Purchasing

Chelsea Robillard

Chelsea Robillard, Administrator

02/27/2026

Date





# STATE OF IDAHO

Phil McGrane | Secretary of State  
Business Office  
450 North 4th Street  
PO Box 83720  
Boise, ID 83702

December 3, 2025

Request Type: Certificate of Existence/Filing  
Request #: 0006550877  
Receipt #: 001241967

Issuance Date: 12/03/2025  
Copies Requested: 0

Regarding: ENVIROTECH SERVICES, LLC  
Filing Type: Foreign Limited Liability Company  
Formation/Qualification Date: 11/10/2003  
Status: Active-Existing  
Duration Term: Perpetual

File #: 461239  
Formation Locale: DELAWARE  
Inactive Date:

## Certificate of Existence

I, Phil McGrane, Secretary of State of the State of Idaho, do hereby certify that effective as of the issuance date noted above

### ENVIROTECH SERVICES, LLC

is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State.

A handwritten signature in black ink, enclosed in a hand-drawn oval.

Phil McGrane  
Idaho Secretary of State

Processed By: Business Division

Verification #: 037264738