

## CONSENT TO ASSIGNMENT

<b>Assignment #1</b>	<b>Original Contract CMS # 76612</b>	<b>Assignment CMS # 106216</b>
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### 1 PARTIES

This Consent to Assignment ("Consent to Assignment") to the above-referenced Original Contract ("Contract") between SWSH Mount Hood MFG, Inc.; dba Mt. Hood Solutions ("Previous Contractor") and the STATE OF COLORADO acting by and through the Department of Personnel & Administration, State Purchasing Office, ("State" or "Agency") is hereby entered into by and between Ecolab Inc. ("Contractor") and the State.

### 2 EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Consent to Assignment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee ("Effective Date"). The State shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

### 3 FACTUAL RECITALS

The parties to this Consent to Assignment desire to replace Previous Contractor under the Contract and substitute Contractor to the extent provided for herein. Contractor hereby represents to the State that since the Previous Contractor has dissolved and the Previous Contractor's staff and officers are no longer available to execute documents, the Contractor agrees to the assignment all of Previous Contractor's rights and obligations under the Contract.

### 4 CONSIDERATION

The parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Consent to Assignment. Contractor agrees to replace the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part consideration for the State's consent to this Consent to Assignment.

### 5 LIMITS OF EFFECT

This Consent to Assignment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except to the extent specifically modified hereby.

### 6 EFFECT OF ASSIGNMENT

When this Consent to Assignment takes effect, Contractor shall be substituted for Previous Contractor under the Contract, subject to the following provisions:

- a. Contractor shall thereafter perform all obligations under the Contract except to the extent limited by **Attachment A**, if any, (the assignment agreement between Previous Contractor and Contractor), which if attached hereto is incorporated by reference herein. Regarding **Attachment A** (check one):
  - i. ☐ **Attachment A** is attached and does exist.
  - ii. ☒ **Attachment A** is not attached and does not exist.
- b. Contractor shall perform all assigned duties and obligations as if it were the original Contractor, the State shall look to Contractor for all such performance, and Contractor shall correct such performance if requested to do so by the State.
- c. Hereinafter, the term "Contractor" as used in the Contract and any amendment thereto refers to Contractor.

### 7 START DATE

This Consent to Assignment shall not be effective until it is approved and signed by the Colorado State Controller or designee.

### 8 WAIVER

The parties acknowledge that all payments and reimbursements previously made by the State to Previous Contractor, and all other previous actions taken by the State under the Contract, shall be considered to have discharged any State obligations to Previous Contractor thereunder. All payments made by the State after the Effective Date of this Consent to Assignment in the name of or to Previous Contractor shall have the same force and effect as if made to Contractor, and shall constitute a complete discharge of the State's obligations under the Contract to the extent of the amount paid.

### 9 ORDER OF PRECEDENCE

Except for the Special Provisions, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Consent to Assignment and any of the provisions of the Contract hereto, the provisions hereof shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated

into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

**10 AVAILABLE FUNDS**

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available.

**11 CONSENT TO ASSIGNMENT**

The State hereby consents to the assignment of this Contract to Contractor subject to the provisions of this Consent to Assignment.

**THE PARTIES HERETO HAVE EXECUTED THIS CONSENT TO ASSIGNMENT**

**\* Persons signing for Contractor hereby swear and affirm that they are authorized to act on behalf of the Contractor, and acknowledge that the State is relying on their representation to that effect.**

**CONTRACTOR**  
Ecolab Inc.

By: Bruce Kottom  
Title: Sr. Government Sales Manager



\*Signature

Date: 12/05/2017

**STATE OF COLORADO**  
John W. Hickenlooper, Governor

By: John Ayers

Title: State Purchasing Manager



\*Signature

Date: 12/14/17

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State contracts. This Consent to Assignment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: Robert Jaros

Date: 12/13/17