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ADOPTED - BOARD OF TRUSTEES
COMMUNITY COLLEGE DISTRICT NO. 508
JANUARY 10, 2013

BOARD OF TRUSTEES OF COMMUNITY COLLEGES DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS

DIP PEN NANOLITHOGRAPHY INSTRUMENT SUITE
NANOINK, INC.
OFFICE OF ACADEMIC AFFAIRS

THE CHANCELLOR RECOMMENDS:

that the Board of Trustees authorizes the Chair to execute an agreement with NanoInk, Inc. to provide the supply and delivery of the Dip Pen Nanolithography Instrument Suite to Wilbur Wright College for the period from January 15, 2013 through January 14, 2016, at a total cost not to exceed \$250,000.

VENDOR: NanoInk, Inc.
8025 Lamon Avenue
Skokie, Illinois 60077

USER: Wilbur Wright College

TERM:

The term of the agreement will commence on January 15, 2013 and end on January 14, 2016.

SCOPE OF SERVICES:

NanoInk is a leader in nanotechnology fabrication equipment and applications. Nanotechnology involves the synthesis, arrangement and characterizations of particles less than 100 nanometers in their largest dimension. The Nano Professor Nanoscience Education Program is a unique, one-of-a-kind educational offering leading to skills that are desired in technicians in the nanotechnology industry. This instrumentation also gives the College the ability to offer training to professionals looking to expand their skill set. The Nano Professor Program includes three key elements that are only available as a sole source acquisition through NanoInk, Inc.

BENEFIT TO CITY COLLEGES OF CHICAGO:

Benefits for this purchase are essentially two-fold. Purchase of this suite of instruments will allow our students to become better prepared to enter the nanotechnology workforce with relevant training on state-of-the-art instrumentation. This will augment traditional offerings in chemistry and physics as well as initiate more targeted offerings in nanotechnology/lab technician programs. Jobs in this field can start at \$15/hour and pay \$45,000 per year. In addition, City Colleges of Chicago will be able to capitalize on the instrument by offering training to educators and professionals in the Chicago area.

VENDOR SELECTION CRITERIA:

Specifications were prepared by District Procurement Staff and Sealed Bid #DT1204 was publicly advertised on October 18, 2012. Through this process, it was determined that NanoInk was the sole provider. NanoInk, Inc. owns or possesses licenses to certain intellectual property of NanoInk Products, including hardware and software products in the field of nanolithography, microlithography, nanofabrication processes and micro-fabrication processes. Pursuant to State Law, goods that are economically procurable from a single source are exempt from the District’s competitive bidding requirements. Furthermore, this system is computer-based and the law provides that all contracts for the purchase and delivery of data processing equipment, software and services are also exempt from the District’s competitive bidding requirements.

MBE/WBE CONTRACT COMPLIANCE:

The Office of M/WBE Contract Compliance has reviewed the above agreement request and NanoInk is the only firm specializing in providing a one-of-a-kind educational offering leading to skills and knowledge desired in technicians in the nanotechnology industry. These services are the leader in nanotechnology fabrication equipment and applications. NanoInk, due to the technical and specialized services provided, will not subcontract to M/WBE firms. Therefore, the Office of M/WBE Compliance recommends a waiver to be in compliance with the Board Approved Participation Plan.

GENERAL CONDITIONS:

Inspector General- It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General’s authority under Article 2, Section 2.74(b) of the Board Bylaws.

Ethics- It shall be the duty of each party to the agreement to comply with the applicable provisions of the Board’s Ethics Policy adopted January 7, 1993, and as amended by the Board.

Contingent Liability- Pursuant to Section 7-14 of the Illinois Public Community College Act, all agreements authorized herein shall contain a clause that any expenditure beyond the current fiscal year is subject to appropriation in the subsequent fiscal year.

FINANCIAL:

Total FY13 – FY16: \$250,000

Charge to: Wright College

Source of Funds: Capital Fund

Respectfully submitted,

**Cheryl L. Hyman
Chancellor**

January 10, 2013 – Office of Academic Affairs