



Request for Proposals (Small Procurement – under \$25,000)

Maryland State Archives

Minority Business Enterprises are Encouraged to Respond to this Solicitation

Key Information Summary

RFP Issue Date: November 13, 2009

Closing Date and Time: **December 1, 2009 - - 3:00 p.m. local time**

Issuing Office: Maryland State Archives

Procurement Officer: Timothy D. Baker
Deputy State Archivist

Deliver Proposals to: Maryland State Archives **or to** timb@mdsa.net
Room 223
350 Rowe Blvd
Annapolis, MD 21401

Section 1 - General Information

1.1 SUMMARY STATEMENT

The Maryland State Archives (MSA) is soliciting proposals from qualified vendors to provide dionized water filtration system for the Archives Conservation Laboratory in Annapolis.

1.2 CLOSING DATE

Proposals must be received by the procurement officer by closing date noted above under Key Information Summary in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the Issuing Office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals may be emailed but, hereto, the proposals must be received on time.

1.3 REVISIONS TO THE RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those offerors who submitted a timely proposal. Acknowledgment of the receipt of all amendments to the RFP issued before the proposal due date must accompany the offeror's proposal in the transmittal letter accompanying the technical submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in a manner specified in the amendment notice. Failure to acknowledge receipt does not relieve the offeror from complying with all terms of any such amendment.

1.4 CANCELLATIONS; DISCUSSIONS

The State reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the State of Maryland. The State

also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.5 INCURRED EXPENSES

The State will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

1.6 ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal to meet the requirements of this RFP.

1.7 DISPUTES / PROTESTS

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.8 MULTIPLE OR ALTERNATE PROPOSALS

Multiple or Alternate proposals will not be considered.

1.9 MANDATORY CONTRACTUAL TERMS

By submitting an offer in response to this RFP, an offeror, if selected for award, agrees to the terms of this RFP and all provisions of the contract (Attachment A). Exceptions taken must be clearly defined in the Executive Summary of the Technical Proposal. Please note that any such exceptions may potentially disqualify the proposal.

1.10 PROCUREMENT METHOD / AWARD

The contract will be awarded in accordance with the competitive sealed proposals process under Maryland Code of Regulations (COMAR) 21.05.03. The award will be made based on the most advantageous offer.

1.11 CONTRACT TYPE

The Contract shall be a Fixed Price (FP) Contract as defined by COMAR Title 21.06.03.

Section 2 – SCOPE OF WORK

The conservation lab at the Maryland State Archives preserves the physical integrity of archives in many forms, including manuscript papers and record books, microfilm, microfiche, photographs, published books, government publications, maps, newspapers, and electronic files. One of the many tools utilized is highly filtered, dionized water.

The Archives currently utilizes a service bureau that provides a system capable of providing five gallons per minute or up to 3,600 gallons per day. Procurement requirements of the state dictate that this service be recompeted periodically. We estimate that a system capable of producing 100 gallons per day would be sufficient for the current activities of the Lab. Attached are specifications for the system currently in place.

The contractor will be responsible for all aspects of the maintenance of the system and will periodically, according to the manufacturers specifications, change the filters, tanks or other component parts to keep the system functioning.

The term of this contract will be for five years.

Section 3 – Proposal Format

3.1 TWO PART SUBMISSION

Offerors must submit proposals in two separate volumes:

- Volume I - Technical Proposal
- Volume II - Financial Proposal

NOTE: If responding by email, simply send along two separate files (pdf file format is preferred). Name the files so that it is clear which is the technical and which is the financial.

3.2 VOLUME I - TECHNICAL PROPOSAL

A transmittal letter must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. It should be brief and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP.

Technical proposals must be submitted as a separate email attachment or in a separate sealed package labeled "Technical Proposal." If submitted on paper it must bear the name of the offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. The technical proposal shall include:

3.2.1 Proposed Services

The Offeror shall describe:

- o The Equipment and system proposed
- o The throughput of the system
- o The frequency with which the filtration system will be serviced or replaced
- o Quality Assurance / Quality Control plan

3.2.2 Offeror Experience and Capability

- o Offerors' Technical Proposal shall include information on past experience providing similar services. offeror currently serves, etc.

3.3 VOLUME II - FINANCIAL PROPOSAL

As a separate email attachment OR under separate sealed cover from the technical proposal and clearly identified with the same information noted on the technical proposal, the contractor must submit a financial proposal. The fee must be expressed in a price per cubic foot of material destroyed.

Section 4 – Evaluation Criteria and Selection Procedure

A Contract will be awarded in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.

The Competitive Sealed Proposals method could involve discussion and revision of proposals during these discussions. Accordingly, the State may hold discussions with all offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case, the State may determine an offeror to be not responsible and/or not reasonably susceptible of being selected for award.

Financial proposals of qualified offerors will be opened only after all technical proposals have been evaluated.

4.1 SELECTION PROCESS

The first step in the process will be to review the technical proposals for compliance with the proposal format in Section 3 of the RFP and for any exceptions the offeror has taken to the requirements of this RFP or contract (Attachment A.) Offerors who take exceptions may be disqualified and their proposals eliminated from further consideration.

The next level of review will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the offeror's proposal.

Offerors whose technical proposals are judged to be not reasonably susceptible of being selected for award may be disqualified at this point.

The separate financial proposal of each qualified offeror will be distributed to the Evaluation Committee for analysis following the completion of the technical evaluation. After a review of the financial proposals of qualified offerors, the Procurement Officer may again conduct discussions. When in the best interest of the State, the Procurement Officer may permit offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.

Upon completion of all discussions and negotiations, the Procurement Officer will recommend award of a contract to a responsible offeror whose proposal has been determined to be the most advantageous to the State, considering evaluation and price factors as set forth in this RFP. **In making this most advantageous offeror determination, technical factors will be given more weight than financial factors.**

4.2 TECHNICAL PROPOSALS EVALUATION CRITERIA

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below which are listed in descending order of importance:

- A. General corporate experience, qualifications, capabilities and past performance.
The offeror will be evaluated on past experience with similar projects and pertinent corporate resources. The State will review the Offeror's overview of its experience rendering services similar to those included in Section 2 of this RFP, which should include a summary of the services offered and the number of years the Offeror has provided these services.
- B. The equipment system proposed

4.3 FINANCIAL PROPOSALS

Financial proposals will be evaluated separately and as described in Section 4.1.

Section 5 – Attachments

In accordance with State Procurement Regulations, Attachment B must be completed and submitted with the Financial Proposal and Attachment C must be submitted at Contract award time.

Attachments to this solicitation include the following:

Contract

Attachment A

End of RFP Document – November 12, 2009

**Maryland State Archives
Small Procurement Contract**

THIS CONTRACT entered into this _____ day of _____, 20_____, by and between

Whose address is _____
(the "Contractor") and the STATE OF MARYLAND (the "State"). This Contract shall be administered by the Maryland State Archives ("MSA").

IN CONSIDERATION OF the premises and the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Archives and the Contractor agree as follows:

Section 1. Scope of Services

1.1 The Contractor will provide services to the Maryland State Archives per instructions and specifications provided by the Archives. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference.

Exhibit A – Offeror's Proposal
Exhibit B – RFP document

1.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

Section 2. Time for Performance

The term of this contract will commence upon approval and continue for a _____ period and shall terminate on _____.

Section 3. Consideration and Payment of State Obligations

3.1 Payments to the Contractor shall be made in accordance with this Contract and no later than 30 days after the State's receipt of a proper invoice from the Contractor. MSA will accept an invoice from the contractor _____ . The total contract dollar amount shall not exceed _____.

3.2 Each invoice must reflect the Contractor's federal tax identification number, which is _____ . Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

3.3 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

Section 4. Termination for Nonappropriation

4.1 If funds are not appropriated or otherwise made available to support the continuation in any fiscal year succeeding the first fiscal year, this contract shall be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

Section 5. Maryland Laws Prevail

5.1 This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland.

Section 6. Disputes

6.1 This Contract shall be subject to the provisions of the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

Section 7. Changes

7.1 This contract may be amended only with the written consent of both parties. Amendments may not change significantly the scope of the Contract including the contract price.

Section 8. Termination for Default

8.1 If the Contractor does not fulfill obligations under this contract or violates any provision of this Contract, the State may terminate the Contract by giving the Contractor written notice of termination. Termination under this contract does not relieve the Contractor from liability for any damages caused to the State. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

Section 9. Nondiscrimination

The Contractor shall comply with the nondiscrimination provisions of federal and Maryland law.

Section 10. Anti-bribery

10.1 The Contractor certifies that, to the Contractor's best knowledge, neither the Contractor; nor (if the Contractor is a corporation or partnership) any of its officers, directors or partners; nor any employee of the Contractor who is directly involved in obtaining contracts with the State or with any county, city or other subdivision of the State, has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.

Section 11. Termination for Convenience

11.1 The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time-to-time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

Section 12. Representations

12.1 Each party to this agreement represents and warrants to the other that it has full right, power and authority to execute this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first above written.

ATTEST: CONTRACTOR

BY: (name)

(title)

ATTEST: STATE OF MARYLAND

BY: (name)

(title)

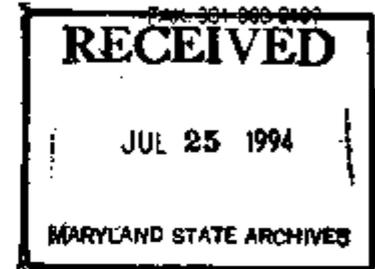
Approved for form and legal sufficiency this _____ day of _____, _____

Assistant Attorney General

Maryland State Archives
End of contract document

July 21, 1994

Maryland State Archives
Ms. Hanna Szczepanowska
3509 Rowe Blvd.
Annapolis, MD 21401



Dear Ms. Szczepanowska,

We are pleased to provide the following proposal for an US Filter/Ionpure Deionized Water System.

The proposed system will deliver deionized water of 15-18 meg quality at a flow rate of up to 5 gallons per minute. The system should supply approximately 3,600 gallons per exchange, based on a source water quality of 10 grains/gallons, with 36,000 grain removal capacity per exchange. The polishing deionizer will provide a reserve capacity of 12,000 grains, or approximately 1,200 gallons on your source water.

I have downsized the system after our last phone conversation, US Filter/Ionpure is providing the tanks on an exchange basis of every 6 months (180 days) or sooner rather than on a metered or per gallon price. If your requirements for purified water increases we can again look at the size of the tanks and provide you water on a per gallon rate. However, I believe an exchange basis pricing is best to start out with. One set of tanks will provide approximately 3,600 gallons before a new set is required.

The system will consist of the following equipment which remains the property of US Filter/Ionpure except where noted(*):

Catalog #	Description	Qty	Unit Price	Total Price
ZWDJ02552	Activated Carbon Unit, 1.2, cf	1	190.00	190.00
ZWDJ02554	Cation Deionizer, 1.2, cf	1	74.00	74.00
ZWDJ02555	Anion Deionizer, 1.2, cf	1	85.00	85.00
ZWDJ02551	Mixed Bed Deionizer, 1.2 cf	1	95.00	95.00
ZWDJ02551	Mixed Bed Polisher, 1.2 cf	1	95.00	95.00
FCCSF20S5	Prefilter, 0.5 micron, 20"*	1	37.00	37.00
ZWDJ05603	Bench Mounted Faucet	4	135.00	540.00
	Installation Labor and Materials	1	470.00	470.00

TOTAL INITIAL PRICE

\$1,586.00

The installation will include a pressure regulator, 20" natural polypropylene prefilter housing, pressure gauges, QD hoses, 5 range quality light, and 4 bench mounted faucets (ZWDJ05603).

The recurring costs for this system is \$481.00 every 6 months or sooner. The minimum exchange period for the carbon unit is every 6 months and every 6 months for the deionizers (less polishing deionizer). However, if the system is exhausted before the six months the charge for replacement tanks is listed above. To maintain quality and minimize downtime the prefilter will also be replaced at each carbon/deionizer exchange.

Prior to installation we will require a tap water supply (with an NPT shut-off valve) and a 115V/60Hz convenience outlet within 5 feet of the installation site. Installation will occur within 2 weeks ARO pending availability of the above stated utilities.

US Filter guarantees 100% customer satisfaction with our service deionization, or YOU DON'T PAY. We guarantee: 1. Water quality from DI tanks meets promised specifications. 2. Your call for service is handled efficiently and courteously. 3. Your service is performed professionally and efficiently. 4. Your service is completed in a timely manner. 5. Concerns or issues are resolved quickly.

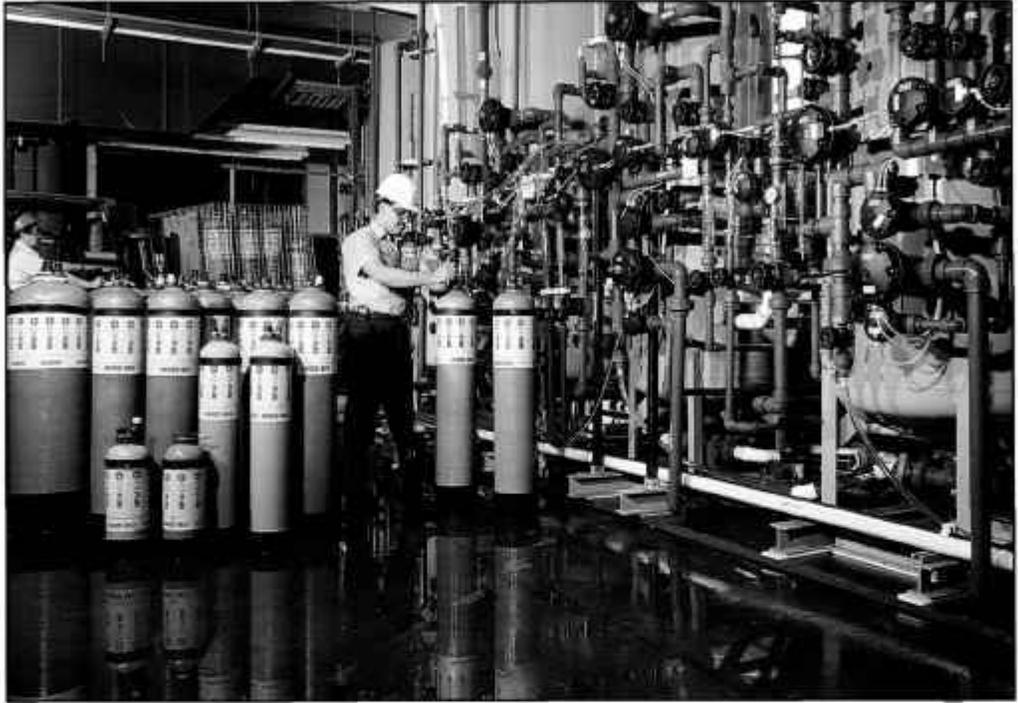
This is a firm quotation and will be in effect for 30 days.

If I can be of further service please call me at (301)808-4806.

Most sincerely,



Linda Pascale
Account Manager



Service Deionization



Ionpure Service Deionization — Trouble-free, High-purity Water

Ionpure Technologies is a worldwide company dedicated to the design, manufacture and service of high reliability water purification systems for a wide range of industrial, technical and medical applications.

Service Deionization represents a large segment of Ionpure's total capability in addressing industry-wide water purification needs. By utilizing Ionpure Service DI, companies are provided with high-purity water without making a major capital investment and without handling hazardous chemicals. With Ionpure Service DI, the customer invests in a trouble-free, maintenance-free water purification solution that provides consistent high quality water — year after year.

What is Deionization?

Deionization is a process which is used to produce pure water from a natural water source. Dissolved salts and minerals, which are actually contaminants, are naturally contained in water and must be removed before the water is effectively pure.

The majority of these contaminants can be removed through deionization. When salts and minerals dissolve, they break down into electrically charged molecules called ions. Positively charged ions are called **cations** i.e. calcium (Ca^{++}), magnesium (Mg^{++}), sodium (Na^+) and negatively charged ions are called **anions** i.e. chloride (Cl^-), nitrate (NO_3^-) and silica (SiO_2^-).

In resin-based deionization, contaminated feedwater is passed through beds of chemically charged resin beads in which the resin beads have been charged with hydrogen (H^+) and hydroxyl (OH^-) ions. As the contaminated feedwater flows through the resin bed, the contaminant ions trade places with the more desirable H^+ and OH^- ions on the resin beads, allowing the desirable ions to be released into the water; hence the name ion exchange. (See Fig. 1)

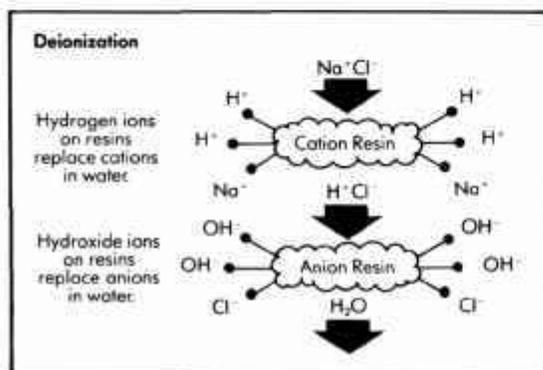


Figure 1

The Convenience of Service Deionization vs. Permanent Bed Deionization

Service Deionization is a term given to water treatment equipment that is designed to be connected to a feed water supply and transported to an Ionpure regeneration plant for chemical recharging when needed. Unlike permanent bed systems, Service DI requires no chemical handling or maintenance by the customer; when the resin is exhausted, the tanks are replaced with freshly-regenerated service units by a service exchange representative.

Service Deionization is the most convenient and economical method for producing high-purity water. Unlike permanent capital DI systems, Service Deionization does not require a large capital expense, therefore making it a more affordable way to enjoy the benefits of high-purity deionization in your lab or production facility. Once a portable exchange system is installed, all service and maintenance responsibilities are assumed by us — you don't have to lift a finger.

Do You Need Service DI?

Typical Service DI customers include those who:

- do not want to make a capital investment
- have a limited operating budget
- want a maintenance-free system
- do not wish to handle chemicals
- require system scale-up flexibility
- need purified water now

Ionpure offers several account configurations to accommodate your financial needs. Depending on the volume of water used and your departmental budget, you may choose to have your system metered and be invoiced by the gallon, or you may incur a flat rate for each exchange or regeneration. Either way, you're assured of trouble-free, high-purity water for as little as pennies a gallon.

The Ionpure Difference

At Ionpure, there are no shortcuts to quality. Our Quality Assurance Program incorporates stringent procedures which closely control the quality of our resins, chemicals and regeneration process.

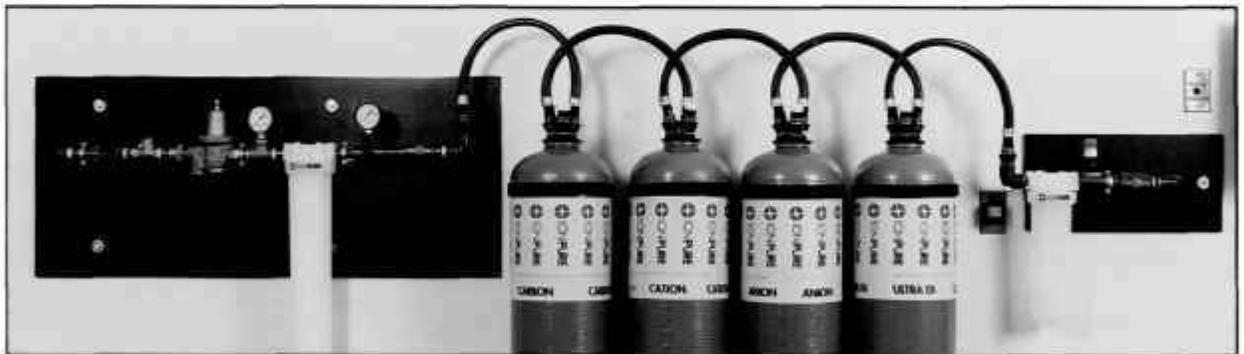
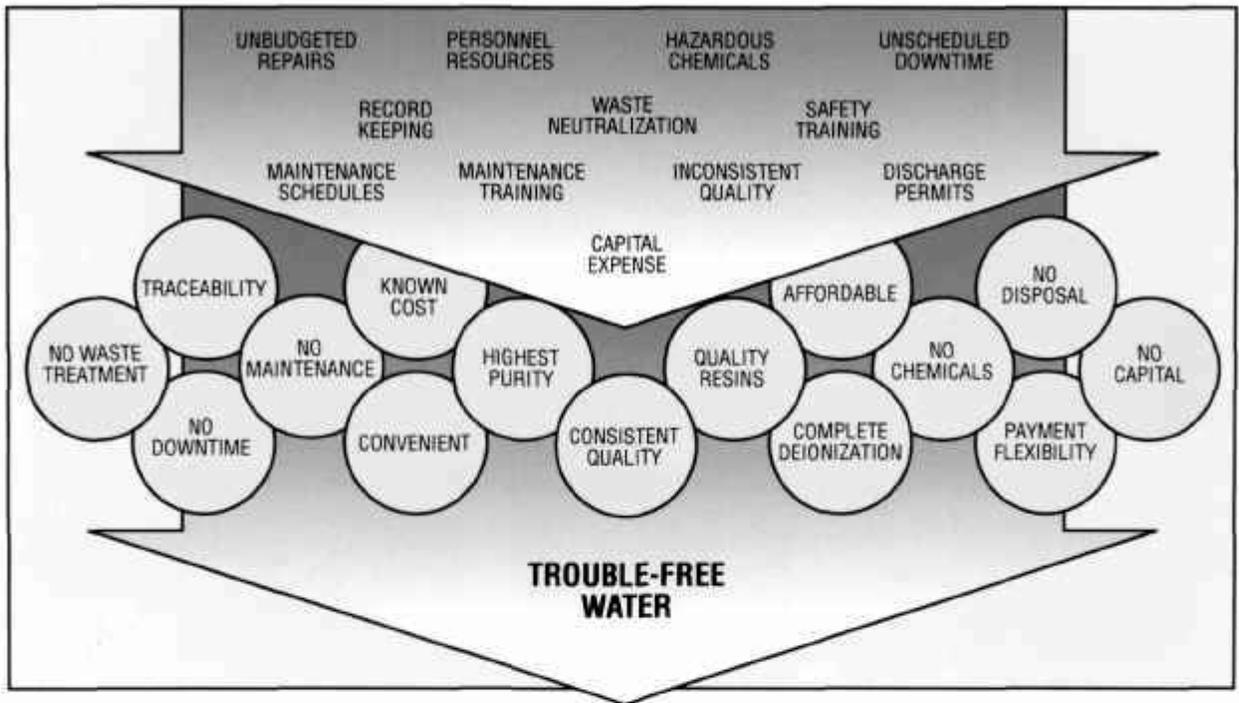
Our resin qualification program is clearly defined. We only choose the highest quality resins that comply with our documented quality standards. Each resin lot is laboratory tested by us, before it is accepted, to guarantee quality and performance.

The acid and caustic used in the regeneration process are also tested and inspected prior to unloading from the tank truck. The specifications for these chemicals exceed those of many Service DI suppliers. Therefore, our customers benefit from more efficient regeneration, greater capacity and an overall increase in system performance.

Service DI Application Benefits

	Reduced Organics	Megohm Quality	Silica Reduction	Fewer Particles	High Capacity
Pharmaceutical Biotech	✓	✓			✓
Electronics	✓	✓	✓	✓	✓
General Industry		✓			✓
Dialysis	✓	✓			✓
Life Sciences	✓	✓		✓	✓
Laboratory	✓	✓		✓	✓

Exchange Your Pure Water Concerns... ...For Ionpure Peace of Mind.



Critical Quality Control for Critical Applications

Ionpure's documented regeneration process closely controls the sequence and timing of each step from beginning to end. The regenerant chemical dosage used in our process exceeds the generally accepted industry standards, once again assuring you of maximum quality and capacity.

Each regenerated service unit is tested for pressure integrity and for product water quality before it is installed in your plant. We also record the serial numbers of each tank so total traceability is maintained.

- **Tank Traceability** — All service unit serial numbers are serialized and recorded in the production control log.
- **Document Control Systems** — No changes can be made to the deionization process without proper management notification and approval.
- **Sanitization** — Each service unit is chemically sanitized prior to refilling.
- **Quality Control** — Incoming QC, Process QC, and Final Product QC are an integral part of Ionpure's program.

The Right System for Any Application

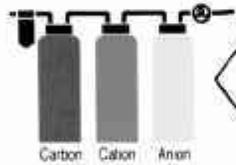
Water that is considered "pure" for one application may be considered contaminated water for another. Ionpure provides many different system configurations to meet a multitude of water quality standards and guidelines set by industry.

Activated carbon. Removes residual chlorine and many organics.

Cation resins. Removes cationic contaminants i.e. Ca^{++} , K^{+} and Al^{++} .

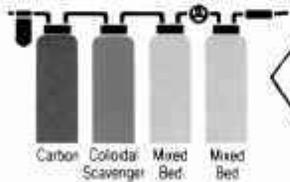
High TDS Treatment

Used for treatment of feedwater containing high levels of total dissolved solids as found in well water sources in many parts of the U.S.



RO Feed Polishing

Ideal configuration for polishing pretreated feedwater as found in labs supplied from a central or independent RO system.



Organics Treatment

Typical Service DI system designed for removal of organics in feedwater.

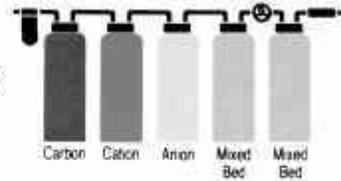
Regardless of the levels of contaminants in your potable water sources, Ionpure Service Deionization can provide the water quality you need for your process or application. Whether you need 50K water for an industrial rinsing application or 18 megohm E-1 water for semiconductor manufacturing, Ionpure has the solution.

Anion resin. Used to remove anionic contaminants i.e. Cl^{-} , SO_4^{-} , NO_3^{-} and SiO_2^{-} .

Mixed bed resin. Mixture of cation and anion resins used for final polishing of separate bed deionized water.

Organic scavenger resin. Macroporous anion resin for maximum adsorption of organics.

Colloidal scavenger resin. Macroporous low fouling anion resin for colloidal removal.



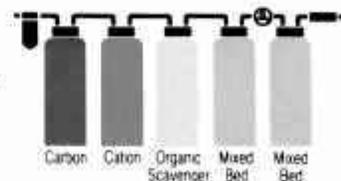
Low TDS Treatment

Typical system design for deionization of relatively low TDS feed for applications or processes requiring less than megohm quality water.



Colloidal Treatment

For treatment of water containing a high level of colloidal contaminants found in many surface sources.



Our Service DI provides pure water to many markets — from the laboratory market where several grades of water may be required, to pharmaceutical, biotech and electronics markets where stringent water purity standards are critical.

Pretreatment



Pretreated water will extend system capacity and lengthen the intervals between tank exchanges — thereby reducing operating costs. The amount of pretreatment needed for a Service DI system depends on the quality of the feedwater. At Ionpure, we often start by analyzing your tapwater to determine the presence and concentration of contaminants that could affect system performance or damage the resin.

Types of Pretreatment

Ionpure offers all the pretreatment methods available in the industry for Service Deionization or Capital Systems:

- Multimedia filters
- Water softeners
- Activated carbon filters
- Manganese greensand filters
- Organic scavenger units
- RO/UF membrane systems
- Cartridge prefilters

System Support Services

Ionpure offers the industry's widest range of Engineering, System Support and Analytical Services. From system design and installation to on-site system support and maintenance, our process engineers and field service technicians are available to assist you throughout the life of your system. Ionpure also markets the most comprehensive range of water purification products available — from prefilters to on-line instrumentation.

For More Information

To find out more about these and other Ionpure products and services, call **1-800-783-PURE x5000**. At Ionpure, you'll always find a Technical Support Representative available to answer your questions — it's part of our service.

U.S. Headquarters

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(800) 783-PURE
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