



MARINHA DO BRASIL
COMISSÃO NAVAL BRASILEIRA EM WASHINGTON

AUTUAÇÃO

Documento Circunstanciado, NUP: 63150.002797/2022-08, autuado na data de 19 de outubro de 2022, destinado à contratação da empresa Terminix Commercial para a prestação de serviço de dedetização das instalações da CNBW desta Comissão Naval, contendo 17 folhas:

- a) Documento Circunstanciado 8/2022 às Fls. 01 a 02; e
- b) pesquisa de Preços às Fls. 03 a 17.

Washington DC, 19 de outubro de 2022.

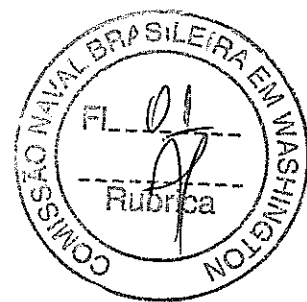
Assinatura manuscrita de Antonio Luiz do Nascimento Abreu.

ANTONIO LUIZ DO NASCIMENTO ABREU
Capitão de Corveta (AA)
Encarregado da Divisão de Material e Serviços Gerais

EM BRANCO



**MARINHA DO BRASIL
COMISSÃO NAVAL BRASILEIRA EM WASHINGTON**



DOCUMENTO CIRCUNSTANCIADO Nº 8/2022

NUP: 63150.002797/2022-08

1. OBJETO

Prestação de serviços de dedetização das instalações da CNBW de forma a garantir a infraestrutura necessária para o desenvolvimento das atividades e funcionamento da referida Organização Militar.

2. CARACTERIZAÇÃO DA NECESSIDADE QUE JUSTIFICOU A AQUISIÇÃO DO SERVIÇO

A CNBW localiza-se em edifício com 3 pavimentos, sendo um *basement* e outros dois com os escritórios e demais facilidades. Em diversos locais em todo o mundo, existem populações de pragas específicas que atacam as instalações e, onde se faz necessário um acompanhamento por empresas especializadas, que entendem, naquela comunidade e climas, os problemas causados e as formas de controlar as pestes garantindo que não ocorram epidemias.

A contratação de uma empresa para prover dedetização visa garantir as iniciativas ambientais e de segurança para militares e funcionários desta Comissão, bem como reduzir custos com eventuais manutenções corretivas. Além disso, a dedetização de ambientes é requisito de segurança para os moradores da cidade onde está instalada a CNBW.

A aquisição do serviço enquadra-se como dispensa de licitação, cujo objeto a ser contratado encontra-se disposto no inciso I do artigo 27 da Portaria GM-MD 5.175/2021.

3. PLANEJAMENTO DA CONTRATAÇÃO

A contratação encontra-se prevista no Programa de Aplicação de Recursos da CNBW (evento PAR 3978.3) aprovado em reunião do Conselho de Gestão, estando, dessa forma, alinhada com o planejamento realizado.

4. DETERMINAÇÃO DE UNIDADES E QUANTIDADES A SEREM ADQUIRIDAS

O serviço será prestado regularmente com controle de pragas, inspeção e tratamento interno e externo das instalações da CNBW agendados trimestralmente, com proteção garantida entre os tratamentos e atendimento enquanto estiver vigente o contrato. A cobertura contempla controle para 13 pragas comuns: baratas, formigas, aranhas, ratos, camundongos, vespas de papel, centopeias, milípedes, traças de roupas, casa grilos, traças, escorpiões e tesourinhas.

5. ESTIMATIVA DA DESPESA

O preço ofertado pela empresa Terminix Commercial foi o de menor valor, conforme cotações em anexo e está compatível com o valor de mercado, sendo garantida a vantajosidade para a Administração Pública.



6. VALOR UNITÁRIO E/OU GLOBAL

US\$ 126.14 (cento e vinte e seis dólares e quatorze centavos) mensais, podendo ser corrigido anualmente de acordo com mudanças no material utilizado e custos da hora-trabalho dos técnicos.

7. PRAZO DE ENTREGA OU CONCLUSÃO DO OBJETO

O prazo de vigência do contrato é de 1 ano, podendo ser prorrogado até o limite de 60 (sessenta) meses, com base no inciso II, do art. 55 da Portaria GM-MD n° 5.175, de 15 de dezembro de 2021.

8. EVENTUAL PRESTAÇÃO DE ASSISTÊNCIA TÉCNICA NO PERÍODO E GARANTIA DO OBJETO

Durante o tempo de vigência do contrato, a empresa se compromete a realizar tratamento especializado que ajudará a prevenir uma infestação de insetos e a monitorar qualquer nova atividade, inspecionando as instalações e reforçando a barreira a cada ano, conforme o necessário, não ensejando obrigações futuras.

9. CONDIÇÕES DE GUARDA E ARMAZENAMENTO

Nada consta, por se tratar de prestação de serviço.

10. PRAZOS PARA LIQUIDAÇÃO E PAGAMENTO

Mensalmente, mediante emissão de *invoice* pelo fornecedor, com pagamento até 30 dias após a emissão da fatura.

11. DEMONSTRAÇÃO DA COMPATIBILIDADE DA PREVISÃO DE RECURSOS ORÇAMENTÁRIOS COM O COMPROMISSO A SER ASSUMIDO


- a) Gestão/Unidade: 0001/70200 - CNBW
- b) AO: 2000 Administração da unidade
- c) Ação Interna: G483FC1
- d) Elemento de despesa: 33903978

12. CONCLUSÃO

Em face do exposto e da documentação apresentada, sugere-se que o objeto seja contratado, com base no art. 1º, § 2º, da Lei n° 14.133, de 1º de abril de 2021, combinado com o Art. n° 27, inciso I da Portaria GM-MD n° 5.175, de 15 de dezembro de 2021.

Elaborado por:

Washington, DC, 19 de outubro de 2022.


ANTONIO LUIZ DO NASCIMENTO ABREU
Capitão de Corveta (AA)

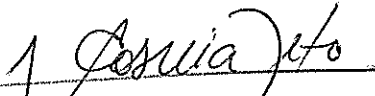
Encarregado da Divisão de Material e Serviços Gerais

13. ATO DE AUTORIZAÇÃO DA CONTRATAÇÃO DIRETA:

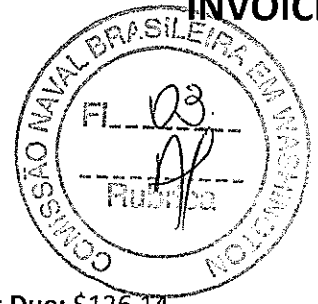
Aprovo a contratação prevista neste Documento Circunstanciado, sendo entendido como viável e razoável à luz das justificativas apresentadas.

Washington DC, 19 de outubro de 2022.




JOSÉ AUGUSTO CORREIA NETO
Capitão de Mar e Guerra (IM)
Ordenador de Despesa

EM BRANCO

INVOICE

Please Remit To:
 Terminix Processing Center
 PO BOX 802155
 Chicago, IL 60680-2155

INVOICE

BRAZILIAN NAVAL COMMISSION
 5130 MACARTHUR BLVD NW
 WASHINGTON, DC 20016

Total Amount Due: \$126.14

Customer Number: 6000869

Invoice Number: 425404798

Invoice Date: 9/30/2022

Service Date Location Number	Work Order Number	Sales Agreement Number	Service Address Description of Service	PO #	Service Value
9/30/2022	18786435918	7577454	5130 MCARTHUR BLVD NW WASHINGTON,DC 20016 Gen Pest Control Regular	0	\$112.00
			Environmental and Safety Surcharge*		\$7.00*
			Tax		\$7.14
			Sub-Total		\$126.14

Total Amount Due: \$126.14

The environmental and safety surcharge covers ongoing costs required for maintaining environmental and safety initiatives for our employees and customers. This includes but is not limited to transportation improvements, safety training and service safety protocols as they may pertain to each industry we service. Limitations apply.

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October 18, 2022

Mr. Augusto Moura
Brazilian Naval Commission
5130 MacArthur Blvd NW.
Washington, DC 20016
Sent via Email to: moura.jose@marinha.mil.br

Re: Pest Management Services for **Brazilian Naval Commission**

Dear Mr. Moura,

On behalf of American Pest Management, Inc., I would like to thank you for this opportunity to submit our proposal for **Brazilian Naval Commission**.

Based on our inspections and discussion of your overall needs, we are pleased to present the American Pest Exterior Rodent Solutions recommendations. We have, for your convenience, divided this proposal into the following components for your review:

- 1) Integrated Pest Management (IPM) Program Specifications
- 2) Service Schedule
- 3) Program Fee Schedule and Agreement
- 4) General Terms and Conditions

After careful review of our qualifications and proposed services, we are confident you will agree we have provided the finest pest management plan at a reasonable investment for **Brazilian Naval Commission**. Thank you again for this opportunity to be of service and be assured of our best professional efforts.

Sincerely,

Jon Zang
Commercial Account Executive

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Integrated Pest Management (IPM) Program Specifications

Integrated Pest Management (IPM) is a concept in pest management in which both chemical and non-chemical strategies are used in conjunction to achieve and maintain a pest free environment. Visual inspections, monitoring devices and strategic bait placements each play a role in the overall IPM design, resulting in an environment that is not only pest free, but safe as well.

This program has an extreme consciousness of and appreciation for human and environmental health and preservation. Our IPM program enables us to use pesticides only when absolutely necessary. If spray insecticides or other conventional pest control methods become necessary, they are used in a very site-specific, controlled manner, avoiding over application and the presence of pesticides in undesirable locations. By yielding outstanding results, our IPM Program is mutually rewarding to both the client and the pest control operator.

The below IPM Program has been designed for **Brazilian Naval Commission** to obtain our objective of a 'pest free' environment for your property.

- 1) Our service technician performs regular scheduled inspections/treatments in accordance with the attached service schedule.
- 2) The service technician will complete a service ticket which documents: sanitation, chemical usage, need for follow-up service and all other pertinent information.
- 3) American Pest provides recommendations on needed structural repairs and/or sanitation and storage practices which are conducive to ideal pest harborage and/or breeding areas.
- 4) American Pest responds to any client concerns or special service requests.
- 5) Rodent Control will be addressed in accordance with the attached service schedule.
- 6) Additional requests outside of the regularly contracted monthly service will be provided at an additional charge. Additional services will be approved prior to being provided.
- 7) Any conditions that are or could contribute to Insect or rodent activity on or around the property will be documented for review and correction by management. Each station will be scanned at each service visit to ensure the stations are being monitored and rebaited when needed. After every visit, management will receive an electronic copy of their service report. **Smart Box technology** is self-contained equipment and is monitored 24/7. When necessary American Pest will add additional trapping/baiting stations in areas with excessive rodent activity.

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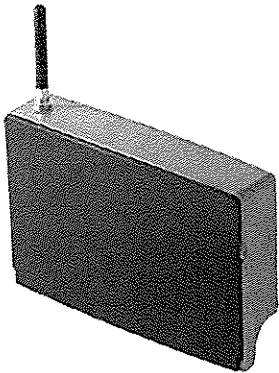


Anticimex SMART Solution

To ensure that your facility is protected from rodent issues, American Pest recommends the added benefit of Anticimex SMART. This 24/7 solution is an intelligent system that keeps an eye on things you don't want to see. By constantly monitoring and instantly reacting, it prevents costly infestations in an environmentally friendly way.

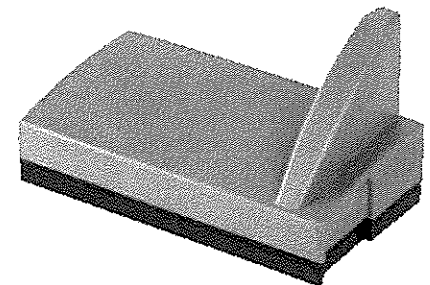
With this latest technology, American Pest will be able to identify key areas of concern. These will be communicated to your team for a joint approach to a resolution. This automated system will allow your team to be able to focus on other duties and allows American Pest to handle the pest management program, providing real-time, up to the minute rodent monitoring data when needed.

The Anticimex **SMART Box** is a multi-catch unit that can be placed on the exterior perimeter of a building, which is effective for both rats and mice. It will be used in conjunction with standard rodent stations, however with this unit, no rodenticides are used to attract and eliminate rodents which enter the box. When the rodent enters the trap, sensors detect movement and body heat. The catch function is activated in which an elevator lifts the rodent upwards, where it receives an electric charge. The elevator deposits the rodent into a bin, and then the elevator returns to its start position ready for another catch. The SMART box constantly reports back to our SMART data hub, informing us of any activity and catches. American Pest responds to any client concerns or special service requests. American Pest will remove captures and place traps based on data provided and regular inspections.



The **SMART Connect** is the gateway for the Smart system. SMART units are linked wireless with each other creating an uninterrupted grid network.

The **SMART Eye** is a small sensor that detects and reports movement. Thanks to its tiny size it's often placed in narrow spaces typically favored by rodents. The product has two functions, one as a monitoring device and one as a range extender. It is primarily used as a monitoring device to detect rodent activity. Used in this way it's ideal for, server rooms, cable runs, electrical cabinets, ceiling and or voids, food or sensitive equipment stores or other areas that are only inspected with difficulty or infrequently. As a range extender, it duplicates and forwards a signal between other SMART units that are otherwise outside the range of SMART Connect.



Ask us about our SMART recommendations for the property!

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Description of Service
Brazilian Naval Commission
5130 MacArthur Blvd NW
Washington, DC 20016

Frequency of Service: Monthly

Description of Service: During routine service, your technician will check in with management on site and address any pest issues/sightings. In addition, multiple areas including the lobby, mechanical closets, kitchenette, storage areas, boiler room and warehouse will be inspected to determine the presence of pests and conditions conducive to pest infestations where accessible. Common areas such as fitness center and restrooms will be inspected and treated as needed. The interior will typically be treated with gel and/or granular baits in order to minimize exposure to liquid sprays/aerosols. Upon follow up visits, areas identified during the initial service will be inspected and treated as needed to control general insects. Mice will be treated using snap traps and various other materials determined by your technician. Insect monitors will be placed to help determine the presence of pests. Sanitation findings and chemical/product usage will be documented on our service ticket.

Rodent Control:

Treatment Recommendations:

- Install 2 additional tamper resistant exterior rodent bait stations on the exterior of the property.
- Monitor 4 exterior rodent bait stations for activity and rebait as needed once a month.
- Dust any active burrows with tracking powder and/or treat with pelletized rodenticides.

Exterior Rodent Service: During regular service, once per month, the areas with bait stations (4 total) will be inspected, cleaned, dated and rebaited as needed to maintain acceptable levels of rodenticides. Any active rat burrows will be treated with tracking powder and/or pelletized rodenticides to reduce rat populations around the property. Active rat burrows may be "closed" after treatment to monitor renewed activity.

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Program Fee Schedule

Fee Schedule is based on Proposed Service Schedule

Regular service fee reflects American Pest implementing and using the attached service schedule for **Brazilian Naval Commission**.

Initial Service Cost: \$233.00 (Includes initial setup, installation of bait stations & first months service)

Regular Service Cost: \$118.00 Per Month (Plus DC tax)

This agreement is for a period of one year. It will remain in effect month to month thereafter, until either party provides thirty day written notice of cancellation. As owner/agent, it is understood that all invoices for services rendered will be paid until such time that American Pest is notified in writing to discontinue the pest control service. American Pest reserves the right to increase the service price after initial one-year period. DC tax applies where applicable.

Covered Pests: Ants (excludes Pharaoh & Carpenter Ants), Cockroaches, Mice, Rats, Spiders, and Crawling Insects (excluding bed bugs, mosquitoes, ticks, termites)

Additional Service outside of the scope of work covered under this agreement that is provided during normal business hours will be performed at an extra charge. Additional services will be approved prior to being provided.

Emergency Service on a weekend/or after normal business hours is available. There will be an extra charge for this special service.

If you, as the representative for **Brazilian Naval Commission** are in agreement with the terms of this proposal, please provide your authorization where indicated and return a signed copy to American Pest Management, Inc.

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Agreement

Parties of this Agreement:

American Pest

and

**Brazilian Naval Commission
5130 MacArthur Blvd NW
Washington, DC 20016**

Proposal Presented By:

Jon Zang
Commercial Account Executive

Proposal Accepted By:

Name

Signature

Date

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American Pest General Terms and Conditions



- 1. Scope of the Agreement**
 - 1.1** The Agreement applies between the parties stated in the Agreement document.
 - 1.2** The Agreement covers the objects, spaces, properties and/or activities indicated in the Agreement document.

- 2. Inspection before Agreement starts**
 - 2.1** Prior to the Agreement, American Pest reserves the right to inspect the objects, spaces and/or properties in question.
 - 2.2** Based on the aforementioned inspection, American Pest will carry out any preliminary treatment(s), for which the parties will subsequently agree to terms and conditions. If the Customer does not permit the preliminary treatment(s) deemed necessary by American Pest, the Agreement will not be ratified and will be null and void, releasing all parties from their respective obligations.

- 3. Commencement of the Agreement**
 - 3.1** The Agreement is valid from the effective date indicated in the Agreement document, provided all parties have fulfilled their obligations, including but not limited to the obligations contained in Section 2 of these terms and conditions.

- 4. Payment terms**
 - 4.1** The Customer agrees to pay American Pest's invoices by the due date indicated on the invoice. American Pest reserves the right to temporarily cease service in the event of non-payment until payment is received, with no obligation to make

up missed services as a result of account being on hold. On a case by case basis customers may be subject to a re-initial fee as a result of being on a payment hold. American Pest reserves the right to terminate this Agreement if payment is not received within thirty (30) days of the due date. In the event legal action is necessary to collect any amount due American Pest shall be entitled to recover from Customer all reasonable cost of collection, including reasonable attorney's fees and expenses, in addition to an outstanding amount due American Pest.

- 5. Renewal of the Agreement**
 - 5.1** If either of the parties wishes not to renew the Agreement, the other party must be notified of this in writing at least sixty (60) days before the end of the Agreement period. If such notice has not been given, the Agreement will be renewed according to the renewal terms set forth in the Agreement. Notice must be provided pursuant to the terms of Section 16.
 - 5.2** American Pest reserves the right to increase the service price annually, without prior notification, up to 15% per year. For any increases above 15%, the Customer will be notified by mail. Notice will be provided pursuant to the terms of Section 16.

- 6. American Pest's commitments**
 - 6.1** American Pest is obliged to minimize any work environment risks that may arise when working for the Customer, such as

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- during treatment(s), assembly or deployment of equipment.
- 6.2 American Pest provides documentation regarding inspections, proposed measures, readings, records, etc. linked to the scope agreed in the Agreement. The Customer is entitled to have free disposal of all documentation received for its own use.
- 6.3 American Pest commitments include no structural measures or other similar interventions in the building, unless specifically agreed upon in the applicable Agreement document. However, fitting and removal of equipment owned by American Pest is included.
- 6.4 The Agreement may include movable property and/or products. This must then be specifically included and stated in the applicable Agreement document.
- 6.5 Where movable property is included and treatment(s) must be carried out elsewhere other than within the object address, the freight cost will be paid by the Customer.
- 6.6 The work will be carried out during American Pest's normal service hours (7am – 6pm, Monday through Friday), unless otherwise indicated in the applicable Agreement document.

7. The Customer's commitments

- 7.1 The Customer must:
- 7.1.1 Ensure that American Pest staff have access to objects, spaces, properties and/or activities and can perform the work and make the preparations, prior to the work, that have been identified by American Pest. An example of this may be a specific structural measure. The Customer may also provide other

- equipment needed to make the site accessible, such as a ladder or signage.
- 7.1.2 Carefully comply with any instructions/recommendations issued by American Pest.
- 7.1.3 Ensure that the relevant areas are accessible for placement or installation of equipment and that the correct power supply, in accordance with American Pest's instructions, is supplied when electrical equipment is to be installed.
- 7.1.4 Take continuous responsibility for ensuring a correct power supply (mains or battery power) when electrical equipment has been installed.
- 7.1.5 Take responsibility for electrical audits, electrical safety and measures for electrical safety.
- 7.1.6 Provide information on any special requirements for the Customer's premises, such as sensitive environments and special restrictions for access to such areas. Where necessary, the Customer must also supply any special equipment, etc. that is required in such environments.
- 7.1.7 Immediately inform American Pest if the Customer has discovered that safety equipment, signage, control stations or other equipment owned by American Pest has been damaged, moved, depleted, etc.
- 7.1.8 Immediately inform American Pest of suspicion or detection of Agreement-related factors that may affect the existing Agreement.
- 7.2 The Customer is obliged, through the exercise of due diligence, to create a safe work environment for American Pest's staff.
- 7.3 The Customer is responsible for any restoration of the building as a result of

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installation, etc. of equipment recovered by American Pest.

8. Equipment and digital support systems

8.1 Equipment installed or positioned by American Pest in or near the Customer's properties is the property of American Pest, unless otherwise indicated in applicable Agreement documents.

8.2 The Customer is obliged to compensate American Pest for any equipment belonging to American Pest that is lost, destroyed, or materially damaged.

8.3 American Pest is entitled to recover any equipment belonging to American Pest once the contractual Agreement ends.

8.4 Access to American Pest's digital support system ceases as soon as the applicable Agreement expires.

9. Limitation of liability

9.1 American Pest is only responsible for direct material damage or personal injury caused by negligence on the part of American Pest, its employees, contractors, or agents in the performance of American Pest's services at the Customer's premises.

9.2 American Pest's liability is limited, under all circumstances, to the dollar amount paid by Customer to American Pest, under the Agreement.

9.3 American Pest will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement

9.4 American Pest is not liable for any damage directly or indirectly caused by

pests, unless the damage is the result of or is significantly exacerbated by negligence during inspection, or is due to the customer's own undue delay in

treatment(s) or maintenance following American Pest's confirmation of the presence of pests or having been informed of such a presence. In such circumstances, the same limit applies as in 8.2 above. American Pest accepts no responsibility under any circumstances for damage caused by micro-organisms, allergens, toxins, or foreign objects.

9.5 American Pest accepts no responsibility under any circumstances for damage directly or indirectly caused by fire that occurs at the Customer's premises and that may be linked to incorrect fire protection or incorrect reporting of conditions at the Customer's properties.

9.6 American Pest's statements on the Customer's electrical safety are recommendations. American Pest cannot be held liable for cases where such recommendations are incorrect or are not provided.

9.7 American Pest cannot be held liable for the Customer's commitments in terms of content and completion of any fire protection report, permits for food premises, establishment of self-inspection programs or other similar documentation that the Customer is required to sign and submit to the relevant authority.

9.8 American Pest cannot be held liable for any fines, penalties or other similar sanctions that may affect the Customer as a result of inspections or incidents.

9.9 American Pest cannot be held liable for any extraordinary fees for permits in

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accordance with environmental requirements.

10. Grounds for exemption

10.1 If the discharge of American Pest's commitments in accordance with the Agreement is prevented or made significantly more difficult due to circumstances over which American Pest has no control or could not have foreseen, such as war, mobilization, insurrection, confiscation, currency restrictions, shortage of transport, general scarcity of goods or restrictions on fuel, labor disputes, disruptions in hardware or software, regulatory obstacles, exceptional weather conditions or any other circumstances beyond American Pest's control, American Pest is not liable to carry out its obligations as long as the obstacle or difficulties last and for a reasonable period thereafter.

10.2 If the obstacle or difficulties remain after six months, the Customer is entitled to terminate the Agreement with immediate effect by informing American Pest in writing. Notice must be provided pursuant to the terms of Section 16.

11. Termination of the Agreement

11.1 Either Party may, at its option, by written notice, pursuant to the terms of Section 16, terminate this Agreement in the event of a material breach by the other Party; provided that the terminating Party is not also in material breach such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based and provided

further, that the breaching Party shall have a right to cure any such breach, or breaches if curable, within 30 days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such 30-day period upon the breaching Party's receipt of such notice, if any such breach is not curable, and upon the expiration of the 30-day cure period if such breach is curable but has not been cured on or before such expiration. Any notice pursuant to this section shall specify the breach(es) on which such termination is based.

11.2 If the Customer cancels the Agreement for any reason other than that outlined in Section 11.1, prior to the termination date under the Agreement, American Pest is entitled to compensation for completed work and all compensation due to it under the terms of the Agreement and any costs and losses incurred by American Pest as a result of cancellation of the Agreement.

11.3 American Pest reserves the right to terminate the Agreement at any time, with 60-days written notice to the Customer. Notice must be provided pursuant to the terms of Section 16.

11.4 American Pest is entitled, on the signing of the Agreement and as required during the period of validity of the Agreement, to perform a standard credit check. American Pest reserves the right to terminate the Agreement in the event of a poor credit rating, or demand acceptable security or advance payment for continued delivery.

12. Data processing – confidentiality

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12.1 Data - American Pest will process data including contact persons, addresses, buildings, injuries/damages, etc. The information will be used to gain an overall picture of the Customer's involvement within American Pest and to allow American Pest to be able to sign and fulfill Agreements and legal obligations, as well as prepare legal claims, provide a good service, and for the purposes of marketing, statistics and market and customer analyses, as well as otherwise fulfill the requirements placed on the company. The information is primarily intended for use within the American Pest group but may, with regard to the confidentiality obligation below, be provided to other companies, associations and organizations with which American Pest cooperates, for example, insurers and official bodies.

12.2 Confidentiality - American Pest undertakes not to reveal to third parties any confidential information that American Pest receives from the customer or that is revealed during implementation of the assignment provided the information is not already generally known or was developed independently by American Pest with no link to the information provided, or was received from a third party or was provided in accordance with a statutory request or official prescription. Confidential information refers in this Agreement to all information specifically labelled as being of a confidential nature by a party.

13. Definitions

13.1 Treatment(s) -Treatment(s) refers to professional measures for pest control by

means of advice, use of traps or other mechanical and/or chemical treatment in accordance with the current norms or official prescriptions in force. The choice of method is determined on a case-by-case basis.

13.2 Building- This refers to the building and any property that forms part of the building. Building includes permanent fixtures and other items with which the building has been equipped for permanent use. Building does not include the sewer system.

13.3 Movable property - Movable property refers to furniture, equipment, machinery, shelves, etc. that can be moved from the object.

13.4 Products - Products refers to raw materials, products in progress, full or semi-finished goods, products acquired for sale and, where relevant, packaging for the items listed.

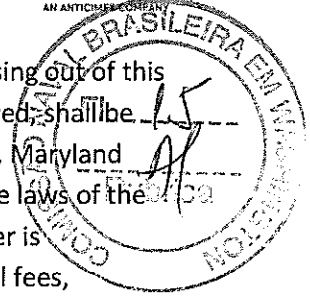
14. Indemnification

14.1 Customer shall indemnify, defend and save harmless American Pest and its parent, subsidiaries and affiliates and their respective officers, directors and employees, agents and assignees from any and all claims, injuries, loss, damages or lawsuits, including attorney's fees, arising out of or in connection with, the performance of this Agreement, except for claims, injuries, loss, damages or lawsuits caused solely by the negligence of American Pest, its employees, contractors or agents.

15. General Terms

15.1 Non-waiver
The failure or delay of American Pest to exercise any of its rights under this

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Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by American Pest, whether written or oral, express or implied, of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by American Pest shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

15.2 Entire Agreement

This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties. It is understood and agreed that email correspondence shall not constitute "a writing" to this agreement unless expressly included herein.

15.3 Disputes

The parties agree that any disputes that may arise as a result of this Agreement or the provision of products or services as a result of this Agreement will first be attempted to be resolved through discussion between the parties. If the dispute cannot be resolved on terms satisfactory to both parties, the parties shall in good faith enter into mediation to resolve the dispute. The mediator will be agreed to by all parties and all costs associated with the mediator, including but not limited to the mediator's fee, shall be shared equally between all parties. Upon failure to mediate and resolve any such disputes in good faith, the parties may resolve the dispute through litigation. The laws of the State of Maryland shall govern the validity, construction and effect of this

Agreement. All lawsuits arising out of this Agreement, wherever derived, shall be resolved in Howard County, Maryland and decided pursuant to the laws of the State of Maryland. Customer is responsible for its own legal fees, including but not limited to attorney's fees.

16. Notice

Any notice under this Agreement shall be in writing and be delivered by public or private courier service with proof of delivery and signature confirmation required, (including U.S. Postal Service Express Mail) or email to customerservice@americanpest.net. Emailed cancellations must be acknowledged by American Pest in order to be valid. All mailed notices shall be addressed to the parties at the following addresses or other such addresses as the parties may from time to time direct in writing:

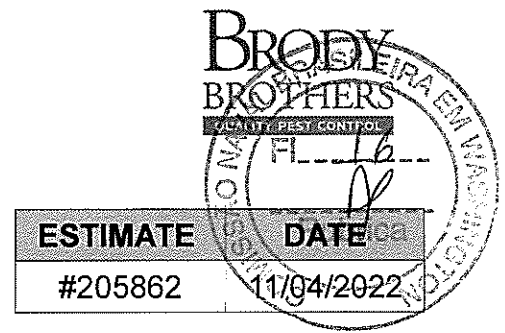
American Pest
ATTN: Customer Cancellations
11820 Market Place, Suite A
Fulton, Maryland 20759

Customer:
To customer's billing address on file.
Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) email delivery is verified.

Customer Initials: _____

Date: _____

EM BRANCO



CUSTOMER:

Brazilian Naval Commission
Augusto Moura
+1 (240) 704-0330
5130 MacArthur Boulevard, NW, Washington, DC 20016

Dear **Brazilian Naval Commission**,

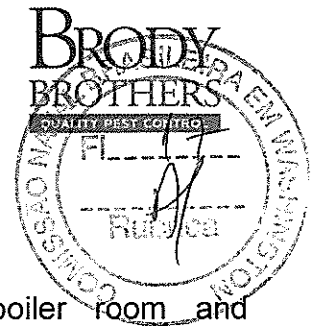
Our highly-trained technicians treat for pests using the safest and most effective methods available. Our goal is to locate and eliminate entry points and nesting sites to keep new pests from entering your facility.

Oh and you do not need to worry about the impact on the environment. You see, at Brody Brothers Pest Control, our solutions are environment friendly. Our pest control program deals with the pest infestation by making sure that the least amount of pesticides is used. We don't believe that a good solution has to be harmful for the environment. Our solutions to your pest problems are considerate of the environment and at the same time, quite effective.

Our employees are educated on the impact of harmful pesticides on the environment. Wherever it is possible, we apply natural but effective solutions to your problem. We focus on preventing pests first rather than just reacting to them. This gives us a good perspective on how to eradicate the problem in a permanent -manner – that too without harming nature.

BODY BROTHERS PEST CONTROL
647 Lofstrand Ln Unit G, Rockville, MD, 20850
301-637-0178

EM BRANCO



Services:

- **Inspection areas:**
 - lobby, mechanical closets, kitchen, storage areas, boiler room and warehouse, restrooms, gym, front yard, back yard;
- **Pest Materials:**
 - Granular baits;
 - Glue traps;
 - Insect Monitors;
 - Insect Killer for lawns;
 - Insect Killer Spray;
 - Snap traps;
- **Schedule:**
 - Monthly

- **Service Cost:** \$ 183.00 per month + taxes;
 - This agreement is for a period of one year. It will remain in effect month to month thereafter, until either party provides thirty day written notice of cancellation.

EM BRANCO