

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_ 2018, between the CITY OF STOCKTON, a municipal corporation ("City"), and Apollo Private Security Limited whose address is 333 E. Channel Street, Stockton, CA 95202 and telephone number is (209) 696-6444 ("Contractor").

### RECITALS

- A. City has a need for Private Security Guard Services ("Services").
- B. Contractor has represented itself as duly trained, qualified, and experienced to provide the Services specified in this Agreement.
- C. City finds it necessary and advisable to use the services of the Contractor for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Contractor agree as follows:

1. **Contractor's Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the Services described in **Exhibit A.** Contractor shall provide said Services at that time, place and in the manner specified in **Exhibit A** and **Exhibit D.**
2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A. Contractor shall, at its sole cost and expense, furnish all labor, materials, facilities and equipment that may be required for furnishing the Services pursuant to this Agreement. City shall furnish to Contractor only the facilities and equipment listed in Exhibit A. according to the terms and conditions set forth in Exhibit A.
3. **Term.** This Agreement shall commence on the date written above and shall expire on **60 months from date listed above;** provided, however the parties may agree to change either the commencement or expiration date.
4. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in **Exhibit A** and **Exhibit C.** The payments shall be made on a monthly basis upon receipt and approval of Contractor's invoice per site as specified in **Exhibit D.** Total compensation for services and reimbursement for costs shall not exceed \$5,500,000.00.
  - a. Invoices submitted by Contractor to City must contain a brief description of work performed per site as specified in **Exhibit D.**, time used and City

reference number. Payment shall be made within thirty (30) days of receipt of Contractor's invoice and approved by City.

b. Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may

be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

5. **Sufficiency of Contractor's Work.** All reports, drawings, designs, plan review comments and work product of Contractor shall be adequate and sufficient to meet the purposes for which they are prepared.

6. **Ownership of Work.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Contractor in the performance of this Agreement shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

7. **Changes.** City may request changes in the scope of services to be provided by Contractor. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

8. **Contractor's Status.** In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City.

9. **Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the work completed at the time the notice of termination is received.

10. **Non-Assignability.** The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written



consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

11. **Indemnity and Hold Harmless.** To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

12. **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached **Exhibit B** and shall otherwise comply with the other provisions of **Exhibit B**.

13. **Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

Contractor: Apollo Private Security  
Attn: Rafael Carrillo  
333 E. Channel Street  
Stockton, CA 95202

City: City Manager  
City of Stockton  
425 N. El Dorado Street  
Stockton, CA 95202

14. **Conformance to Applicable Laws.** Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification including, but not limited to race, color, national origin, ancestry, sex/gender (including gender identity/expression), pregnancy, childbirth, breastfeeding, and related medical conditions, religion, marital status, age, sexual orientation, or any other basis that is protected by law, of such person.

15. **Safety Requirements.** All Services must comply with California State Division of Industrial Safety orders and O.S.H.A.

16. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Contractor covenants that it will obtain all certificates, licenses, permits, and the like throughout the term of this agreement.

17. **Patent/Copyright Materials.** Unless otherwise expressly provided in this Agreement, Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. Contractor shall furnish a warranty of such right to use to City at the request of City.

18. **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of five years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor will immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

22. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

23. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the federal District Court of California, Eastern District, Sacramento Division.

24. **No Personal Liability.** No official or employee of City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount due Contractor.

25. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

26. **Headings not Controlling.** Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.



27. **Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF STOCKTON**

**CONTRACTOR**

\_\_\_\_\_  
Kurt O. Wilson, City Manager

By: \_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Rafael Carillo,  
Chief Executive Officer

\_\_\_\_\_  
Christian Clegg, Deputy City Manager/  
Interim City Clerk

APPROVED AS TO FORM:

*[If Contractor is a corporation  
signature(s) must comply with  
Corporations Code §313.]*

\_\_\_\_\_  
John Luebberke, City Attorney

**EXHIBIT A**The Contractor shall conduct the following Security Services for the City:

- A. Establish a visual presence that communicates to the public that the facilities are safe and secured;
- B. Greet, engage and assist visitors in each facility as well as patrol and maintain security. Escort unwanted visitors out as quickly as possible if they linger in the facility, after inquiring whether they need assistance;
- C. Lock and unlock buildings, gates and access ways and maintain key security; The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor. The Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovering the keys or locks are lost or stolen. The Contractor shall reimburse the City for the total cost of re-keying, replacement keys and/or locks that have been lost. Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remotes, etc., to the City. The Contractor shall reimburse the City for the total cost of lost items.
- D. Respond to security, fire and critical alarms or calls. Provide effective, efficient and proper response and follow through with authorities when emergencies arise in the facilities;
- E. Monitor and ensure restricted areas are limited to authorized persons only;
- F. Secure assets against damage, theft, fire, flood, storm, tempest or other events that may cause damage as instructed;
- G. Manage lost and found items by turning them into authorized personnel to be determined by the City;
- H. Keep and maintain a record of activity throughout shift (a Daily Activity Report, or DAR), reporting significant events to the City as instructed;
- I. Review and analyze the DAR of the previous shift and take appropriate actions as necessary;



- J. Make regular, complete, but randomly timed rounds every day (even in inclement weather) throughout all facilities, including but not limited to multiple facility levels, parking lots, exterior perimeter, stairwells, public restrooms, lobbies, basements or anywhere that a person could hide or sleep. After fully checking a facility, security personnel shall write down observations/actions taken in the DAR.
- K. Engage those sleeping in or around City facilities, inform them that this behavior is prohibited, and escort them from the facility. If the person is a repeat offender or does not cooperate and leave the facility, security guard shall call the police;
- L. Engage people who are urinating or defecating in or around any City facility and inform them that this behavior must cease immediately, is unacceptable, illegal and subject to citation. If the person is disobedient, nonconforming, defiant and/or threatening, security guard shall call the police;
- M. Respond to emergencies, intervene when appropriate to resolve the incident and contact the proper authorities immediately as needed, including the police, and/or fire;
- N. Contractor shall designate a primary point of contact, a "Project Manager," for City staff to communicate with on an as-needed basis. Project Manager shall keep City informed of any, and all personnel changes and any site-specific issues or recurring problems.
- O. Provide a contract supervisor to monitor, evaluate, and provide coverage for guard performance at all sites, and for all shifts.
- P. Supervisor shall make changes to staff's weekly regular schedules, as needed, to compensate for scheduled and unscheduled absences; read, review and approve all DAR and SIR forms; correct security guards for lack of performance issues, such as inability to follow written or oral instructions, and uniform appearance; attend regularly scheduled meetings with Contractor's Project Manager and City personnel, and proactively address any gaps in service level or guard performance.

The Contractor shall provide Daily Activity Reports (DAR) and Special Incident Reports (SIR) for the City and ensure that each includes at a minimum the following information:

- A. Security Guard's name, assignment, equipment check, date/time/facility and descriptions of patrol activities;
- B. Summary of security logs including the number of reported incidents and associated details along with photos of the incidents;
- C. Record of any actions, follow-ups or updates on the identified incidents;
- D. Summary of any reportable incidents;
- E. List of any vehicles that are out of service and details of the nominated replacement vehicles;
- F. Hourly communication between security guards and supervisors shall be recorded on the DAR.
- G. DARs must be digital and emailed to authorized City personnel for each site, each day.
- H. Contractor shall produce SIRs for all crimes committed in the facilities, medical aid calls when advanced medical aid needs to be summoned, any injury on City property, and any irregular or suspicious activity which needs to be documented outside the daily DAR. Contractor shall ensure that each SIR includes at a minimum the following information:
  - 1. Date, time, facility address, Security Guard's name and badge number;
  - 2. A detailed description of the incident; and
  - 3. All actions that were taken, i.e., license plate numbers, names, phone numbers, descriptions, photos, statements, locations, police case number, and names of City staff contacted, when applicable.

The Contractor shall adhere to the Cash Handling Policy which is included herein as Exhibit C. Contractor is responsible for employee training, and documentation that employee has read the Cash Handling Policy should be placed in each employee's personnel folder. If the employee has any questions regarding the policy, security company should review the policy with the employee.



The Contractor shall adhere to the following Cash Handling procedures:

- A. There must be two security guards present whenever cash is collected and transported to City's designated deposit site. If cash is not in the custody of two personnel during the travel, signatures, log numbers, and sealed bags must be used to ensure accountability at all times.
- B. There must be a cash count sheet which documents:
  - (a) Names of person(s) removing cash from safe
  - (b) Date/time cash is removed from safe
  - (c) Date/time cash is returned to safe
  - (d) Cash breakdown – coins, bills, checks, credit card slips
  - (e) Two signature lines for the person(s) attesting to cash count and amount
- C. Two people must count cash and both people must sign the cash count sheet acknowledging that the recorded amount of cash was in the bag.
- D. Each time cash is handed off to the next person, the person accepting the cash must count the cash before accepting it and keep the signed copy of the cash record with the cash.
- E. Bank deposit slips must match the cash sheets.
- F. All change/register funds, including any safe amounts, must be counted and logged with employee initials at each site, each day.

The Contractor shall designate a supervisor to visit each site handling cash not less than once per month to audit all cash on site and document such audit. All audit results must be sent to City monthly and will be included in the quarterly security review with City Staff.

The Contractor shall possess and maintain valid licenses, permits, and adhere to all regulations including the following:

- A. State of California Business and Professions Code Division 3, Chapter 11.5 Private Security Services.
- B. State of California Code of Regulations, Title 16, Division 7.
- C. Stockton Municipal Code Sections 5.04.040.

The Contractor shall ensure that hired staff meet the minimum qualifications:

- A. Be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.
- B. Possess a valid California driver license.
- C. Possess a high school diploma or equivalent.
- D. Possess the ability to communicate effectively in the English language, both oral and written. Write legible, complete and accurate DARs.
- E. Successfully pass a drug screening evaluation and background investigation to include fingerprinting within the previous twelve (12) months.
- F. Possess adequate physical and mental health, including good corrected eyesight (correctable to 20/20, good visual acuity and normal color perception), hearing, sense of smell, and mobility necessary to perform security guard service functions.
- G. Ability to assess a situation, and quickly determine what is going on and what type of assistance/action will be needed.
- H. Ability to walk three (3) miles, including stairwells, in good physical condition during assigned shift.
- I. Ability to give general directions and information to customers.
- J. Ability to be professional, courteous and helpful; and the ability to display proactive problem-solving approach to issues and questions. Security guards should be outgoing and focused on customer service as a critical part of their security function.
- K. If selected to drive a security vehicle, the employee(s) must maintain a good driving record, including, but not limited to, no moving violations within the last twelve (12) months, have had proper training in the use of all equipment associated with the use of the vehicle, including first aid/CPR training.
- L. Possession of valid credentials evidencing Security Guard Registration with the Bureau of Security and Investigative Services of the California Department of Consumer Affairs. The guard must be in possession of these credentials at all times and must be presented at any time to any law enforcement officer or City



representative. Failure of a guard to meet this requirement may result in liquidated damages and nonpayment by City to Contractor for such guard services. Contractor shall replace guard in the event the guard fails to provide proper credentials.

- M. Shift Supervisor: Same qualifications as a security guard and ability to effectively supervise security guards and make changes to staff's weekly regular schedules, as needed, to compensate for scheduled and unscheduled absences. Have a working knowledge of company's organization, training, and resources outside of the City account. Maintain and obtain company equipment such as vehicles, flashlights, uniforms, blank DAR and SIR report forms. Read, review and sign guards' DAR and SIR forms. Have the ability to correct security guards for lack of performance issues such as the inability to follow written or oral instructions and uniform appearance. Attend weekly meetings with Contractor's Project Manager and City personnel.

The Contractor shall implement the following training plan for all hired employees:

- A. Contractor will have a formal, written training plan for employees and document employee attendance and participation. The training plan should provide for ongoing employee training based on specific job assignment and location. Training shall include but not be limited to the proper use of all equipment, how to provide exceptional customer service, a protocol for how to report concerns, issues, breaches of security while on duty and proper chain of command for both site location and within Contractor's company. Site training shall include specific expectations of staff while on duty, breaks, at start and end of the shift. Backfill employees must be trained on-site protocols prior to starting a shift.
- B. Contractor will complete and maintain training records, which indicate all initial and recurrent training and any examination results, permits, licenses, and registrations required by State Law or City Ordinance, for all employees assigned to duty under a City of Stockton contract. The contractor will maintain training records for terminated employees for at least one year after termination or the period required by State law, whichever is longer. These records will be available for inspection by the City upon request. The Contractor will ensure all employees assigned to City sites will be thoroughly familiar with requirements of duty station and applicable City policies to the duty station assigned

The Contractor shall meet the standards outlined below:

- A. Contractor will provide all necessary uniforms and equipment for their personnel. Contractor shall ensure that all uniforms are clean and pressed and clearly show the word "Security" on it as well as visibly display a name badge with the guard's picture, name and the name of the Contractor.
- B. Contractor shall ensure that all staff acts professionally, and is courteous, well-groomed, well-mannered and helpful to all customers. Contractor shall have established comprehensive standards of appearance for maintaining both professional standards of conduct and neat personal appearance for its employees.
- C. Required equipment includes a flashlight, pen and paper, either a portable two-way radio or a cellular telephone, and an automobile, bicycles, and safety equipment – all in good working condition. Other equipment such as rain gear, handcuffs, and pepper spray, may be used with permission of the City. Contractor shall report any equipment malfunctions, problems, safety, and/or maintenance concerns to the City.
- D. Contractor shall ensure all security equipment such as radios, mobile phones, parking compliance devices, etc. are appropriately charged and in good working order. Additional portable phone charger must be provided so that personnel is never without a cell phone while phone charges. Cell phone must be on personnel and answered during billable hours at each site.
- E. Contractor will maintain evidence of all required training and permits for any equipment assigned or used by their employees while on duty for the City.

The Contractor shall ensure the minimum standards for patrol vehicles:

- A. Be clearly marked as a security patrol vehicle on the front, back, and both sides with the Contractor's company name and insignia.
- B. Be equipped with an emergency lighting system, in accordance with the California Highway Patrol, emergency road flares, and first aid kit.



- C. Be clean and well maintained in safe operating condition. The Contractor will maintain vehicle maintenance and inspection records for all vehicles used to provide security guard service to the City. These records will be available for inspection upon request of the City.
- D. Be properly licensed with current registration and insured in accordance with State law.

Bicycles used by Contractor must comply with the following:

- A. Be clearly marked as a security patrol bicycle with the Contractor's company name and insignia.
- B. Be equipped with a lighting system including reflectors and other safety equipment in accordance with the California Vehicle Code.
- C. Be clean and well maintained in safe operating condition. The Contractor will maintain bicycle maintenance and inspection records for all bicycles used to provide security guard service to the City of Stockton.
- D. Be properly licensed with the City in accordance with the Stockton Municipal Code.

The Contractor shall follow the procedures outlined for toll booth operation:

- A. Contractor will collect tolls at Buckley Cove, secure the funds, prepare daily reports and deposits, and deliver them to the Administrative Services Department in accordance with City of Stockton cash handling directives, policies, and procedures. Schedule for pick-up of funds from toll booths and delivery to Administrative Services will be mutually agreed upon but shall not be less than three (3) times, per week. Pick up times can be altered according to seasonal needs with adequate notice by the City.

**Exhibit B:**  
**Insurance Requirements for Professional Services**

*Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.*

## **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the **general aggregate limit shall be twice** the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. **(Not required if consultant provides written verification it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

## **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

### **Additional Insured Status**



**The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the CGL policy and AL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used**). Additional insured Name of Organization shall read "City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers." Policy shall cover City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers for all locations work is done under this contract.

### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be endorsed as primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

### **Waiver of Subrogation**

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

**Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

**Verification of Coverage**

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

**Certificate Holder Address**

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- 400 E Main Street, 3rd Floor – HR
- Attn: City Risk Services
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

**Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

**Subcontractors**

*Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.*



***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**EXHIBIT C**  
**FEE SCHEDULE**

Apollo Private Security Limited will not invoice the City in excess of \$5,500,00.00 during the contract term and shall abide by the rates as listed in Attachment C of the RFP.

**PROPOSED HOURLY RATE FORM**

Post type	Standard Rate	Year 1	Year 2	Year 3	Year 4	Year 5
Fixed	Guard Hourly Rate*	\$15.50	\$16.50	\$17.00	\$18.00	\$19.00
	Benefits**	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
	<b>Total Rate Per Hour</b>	<b>\$17.50</b>	<b>\$18.50</b>	<b>\$19.00</b>	<b>\$20.00</b>	<b>\$21.00</b>
	<b>Premium Rate Markups</b>					
	Overtime/Holiday	+\$7.50	+\$7.75	+\$8.00	+\$8.00	+\$8.00
Vehicle patrol	Other (vehicle patrol hourly markup)***	+\$2.00	+\$2.50	+\$3.00	+\$3.00	+\$3.00
Cash handling	Other (cash handling hourly markup)***	+\$0.50	+\$0.50	+\$0.50	+\$0.50	+\$0.50
Alarm response	24 hr/after hours alarm response (per alarm response incident, flat rate)	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50
	Other-specify ( )	N/A				
	Other-specify ( )	N/A				

\*includes minimum wage, uniforms, equipment, training and other direct labor costs

\*\*includes Affordable Care Act or other direct benefits

\*\*\*includes vehicles/fuel, and cash handling duties/other as specified



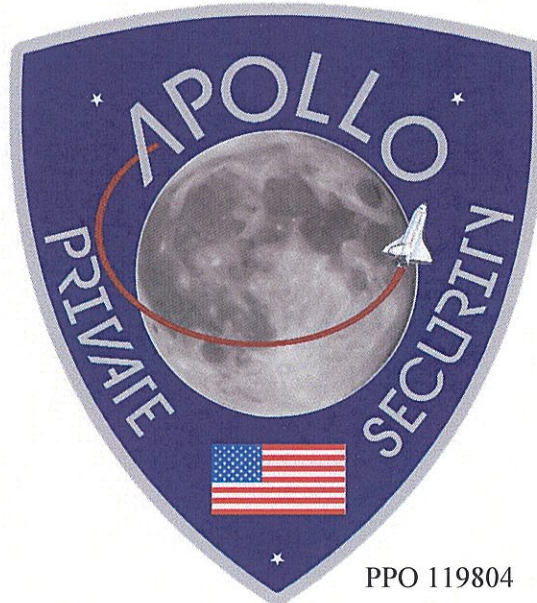
### EXHIBIT D PROJECT SCHEDULE

	SITE/ADDRESS	POST TYPE: FIXED, BICYCLE, VEHICLE, CASH	DAYS	SHIFT	HOURS PER WEEK	EST. ANNUAL HOURS
<b>City Hall</b>						
		Fixed	Mon.-Fri.	0500-2030	77.5	4,030
	Council Meetings- 3 guards; dates and times will vary (30 weeks per yr. estimated)	Fixed	Tue.	1700-2100	12	360
	Civic Center Parking Lot	Bicycle	Mon.-Fri.	0800-2000	60	3,120
					149.5	7,510
<b>Municipal Service Center (Corporation Yard)</b>						
	1465 S. Lincoln St.	Fixed	Mon.-Thu.	1800-0600	48	2,496
			Fri.-Sun.	24 hrs	72	3,744
					120	6,240
<b>Stewart Eberhardt Building (Police Headquarters)</b>						
	22 E. Weber Ave.	Fixed	Mon.-Thu.	0730-0530	40	2,080
			Alt. Fridays	0730-0530	10	520
					50	2,600
<b>Cesar Chavez Library (2 guards each day)</b>						
	605 N. El Dorado St.	Fixed	Mon./Tue./Thu.	1000-2000	60	3,120
			Wed.	1300-2000	14	728
			Fri.	1000-1700	14	728
			Sat.	1000-1700	14	728
	2 random patrols during 8 hr shift	Vehicle patrol	Sun.-Sat.	2200-0600	14	728
					116	6,032
<b>Fair Oaks Library</b>						
	2370 E. Main St.	Fixed	Mon. & Tue.	1000-1800	16	832
			Wed.	1300-1800	5	260
			Thu.	1000-2000	10	520
			Fri.	1000-1700	7	364
			Sat.	1200-1700	5	260
					43	2,236
<b>Margaret Troke Library</b>						
	502 W. Ben Holt Dr.	Fixed	Mon./Tue./Thu.	1000-2000	30	1,560
			Wed.	1300-2000	7	364
			Fri.	1000-1700	7	364
			Sat.	1000-1700	7	364
	2 random patrols during 8 hr shift	Vehicle patrol	Sun.-Sat.	2200-0600	14	728
					65	3,380
<b>Maya Angelou Library</b>						
	2324 Pock Ln.	Fixed	Mon.	1000-2000	10	520
			Tue. & Thu.	1000-1800	16	832
			Wed.	1300-1800	5	260
			Fri.	1000-1700	7	364
			Sat.	1200-1700	5	260
					43	2,236

<b>Tracy Library</b>						
20 E. Eaton Ave., Tracy	Fixed	Mon. & Thu.	1500-2000	10	520	
		Tue.	1100-1900	8	416	
		Wed.	1300-1800	5	260	
		Fri.	1100-1700	6	312	
		Sat.	1000-1700	7	364	
		Sun.	1200-1700	5	260	
				41	2,132	
<b>Manteca Library</b>						
320 W. Center St., Manteca	Fixed	Mon.	1200-2000	8	416	
		Tue. & Thu.	1000-1800	16	832	
		Wed.	1300-1800	5	260	
		Fri. & Sat.	1000-1700	14	728	
		Sun.	1200-1700	5	260	
				48	2,496	
<b>Ripon Library</b>						
333 W. Main St., Ripon	Fixed	Mon.	1200-2000	8	416	
		Tue. & Thu.	1200-1800	12	624	
		Wed.	1300-1800	5	260	
		Fri.	1200-1700	5	260	
				30	1,560	
<b>Buckley Cove</b>						
4911 Buckley Cove Wy.	Fixed/ Cash handling	Sun.-Sat.	0500-1900	98	5,110	
				98	5,110	
<b>Pixie Woods</b>						
3121 Monte Diablo Ave.	Vehicle	Sun.-Sat. (Seasonal)	As needed		200	
<b>Municipal Utilities Plant</b>						
2500 Navy Dr.	Vehicle	Sun.-Sat.	24 hrs	168	8,760	
<b>Arnold Rue Community Center</b>						
5758 Lorraine Ave.	Fixed	October-March ONLY				
		Mon.-Thu.	1600-2000	20	520	
		Fri.	1500-1900			
<b>Oak Park Senior Center</b>						
730 E. Fulton St.	Fixed	October-March ONLY				
		Mon.-Fri.	Varies	20	520	
<b>Seifert Community Center</b>						
128 W. Benjamin Holt Dr.	Fixed	October-March ONLY				
		Mon.-Thu.	1600-2000	20	520	
		Fri.	1500-1900			
<b>Stribley Community Center</b>						
1760 E. Sonora St.	Fixed	October-March ONLY				
		Mon.-Thu.	1600-2000	20	520	
		Fri.	1500-1900			
<b>Van Buskirk Community Center</b>						
734 Houston Ave.	Fixed	October-March ONLY				
		Mon.-Thu.	1600-2000	20	520	
		Fri.	1500-1900			
<b>Estimated Contract Total for all locations</b>				1071.5	53,092	



**EXHIBIT E**  
**PROPOSAL**



## **PROPOSAL DOCUMENTS**

- A) RFP — CITY WIDE SECURITY SERVICES
- B) PUR 18-017
- C) AUGUST 23, 2018

**Apollo Private Security Limited**  
**333 E. Channel Street, Stockton, CA 95202**

**CONTACT:**

**Rafael Carrillo, Chief Executive Officer**

**Office (209) 696-6444**

**Cell (209) 905-4342**

**Fax (209) 748-4972**

**[ralph@apollosecurity.net](mailto:ralph@apollosecurity.net)**

**[www.apollosecurity.net](http://www.apollosecurity.net)**



# PROPOSAL DOCUMENTS

- A) RFP – CITY WIDE SECURITY SERVICES
- B) PUR 18-017
- C) AUGUST 23, 2018

**COMPANY NAME:** APOLLO PRIVATE SECURITY LIMITED

**CONTACT NAME:** RAFAEL CARRILLO

**ADDRESS:** 333 E. CHANNEL STREET  
STOCKTON, CA 95202

**TELEPHONE NUMBER:** (209) 905-4342

**EMAIL:** ralph@apollosecurity.net



PPO 119804



333 E. Channel Street, Stockton, CA 95202  
Telephone (209) 696-6444 | Fax (209) 748-4972

ATTACHMENT A

August 22, 2018

City Hall, City Clerk's Office  
425 N. El Dorado Street  
Stockton, CA 95202

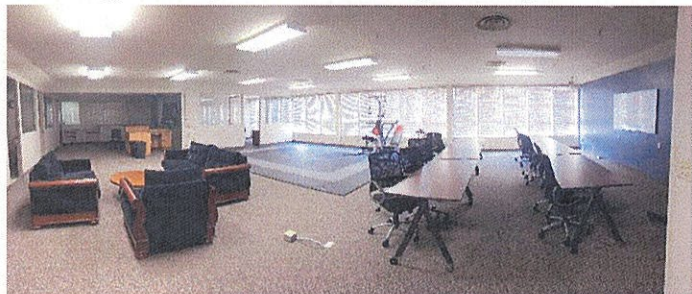
RE: RFP—To Provide City Wide Security Services  
PUR 18-017

To Whom It May Concern:

It is with great honor and pleasure that I submit the following Proposal to the City of Stockton for city wide security services. I was born and raised in Stockton, and in 2014, it was with great pride that I founded a law firm, Carrillo Davalos APLC, in my hometown. My law office is only a couple blocks from the courthouse, and after a few years of walking back and forth I realized, while Downtown Stockton is beautiful and thriving, something was seriously lacking. I began to pay attention to conditions in the area, and I soon realized that a big problem was a lack of security presence.

In December 2015, my partner and I created Apollo Private Security Limited. Our primary goal is to provide superior security services to our community. Shortly after we started, we were hired by Turner Construction Company to secure the construction site of the new courthouse after they terminated their contract with the previous contractor due to poor performance. Recently, we contracted with the Downtown Stockton Alliance and SP+ after they terminated contracts with previous companies for the same reason. In partnership with SP+ and the Downtown Stockton Alliance, we now provide a 24-hour patrol Downtown. In addition, we provide security for all the Stockton Ports home games at Banner Island Ballpark. Apollo Private Security is now, more than ever, focused on securing Downtown Stockton and maintaining a safe, fun environment for families and residents to enjoy.

Apollo Private Security uses cutting-edge technology and up-to-date training to bring our customers premium service. We have a state-of-the-art classroom and training facility in Stockton where all of our staff and guards participate in regular training sessions covering topics from Radio Etiquette to Diffusing Situations to Self-Defense. Our armed officers are required to undergo range training above and beyond the training required by the

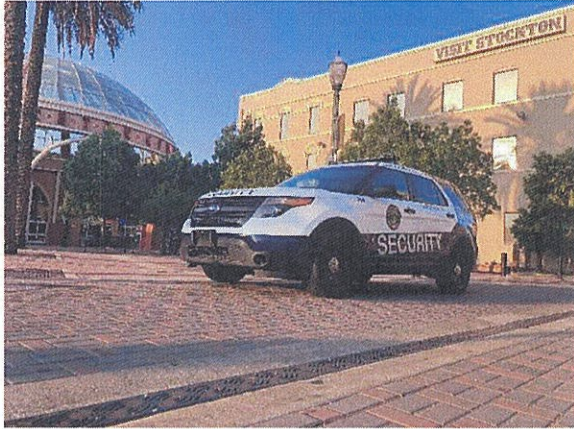


*Service to the Moon!*



California Bureau of Security and Investigative Services. Also, because Apollo is owned by lawyers, our guards and staff receive training that covers legal topics such as how to prepare a report that may be used in court, how to interact with law enforcement, proper use of force, and how to testify as a witness.

We use a report writing software that allows our clients to track and monitor security activity online 24 hours a day. In addition, our guards are trained to prepare an Incident Report for major incidents that can be used by law enforcement to supplement their reports. Again, because Apollo is owned by lawyers, our guards are trained to prepare reports that may be used in court or by a District Attorney investigating the incident.



Our uniforms and vehicles are designed to project a professional, authoritative presence. We understand that in addition to observing and reporting, a security guard's major function is to be a physical presence to deter crime. We pay very close attention to detail and presentation, and even give regular classes on wearing a uniform properly. Our vehicles are designed to stand out and are equipped with overhead flashing emergency lights and other features to help us stand out from our competition.

In less than three years, we have grown our company to over 50 employees. Being locally owned and operated has allowed us to maintain a strong, efficient presence in Stockton. We hope to continue our growth to be able to provide local jobs, and to participate in community reinvestment through local partnerships.

Thank you for your time and consideration.

Very Truly Yours,

A handwritten signature in blue ink, appearing to be "R. Carrillo".

Rafael Carrillo, Esq.  
Chief Executive Officer  
Cell (209) 905-4342  
[ralph@apollosecurity.net](mailto:ralph@apollosecurity.net)

**APOLLO PRIVATE SECURITY LIMITED  
RFP — CITY WIDE SECURITY SERVICES  
PUR 18-017**

**TABLE OF CONTENTS**

Completed Pages 28 to 30 .....	Exhibit A
Signed and Notarized “Non-Collusion Affidavit” .....	Exhibit B
Completed and Signed “Proponent’s Fee Schedule” .....	Exhibit C
a. Additional Data Related to Fee Schedule .....	Exhibit C
Signed “Proponent’s Agreement” Form .....	Exhibit D
Responses to Sections 2.4 to 2.16.....	Exhibit E
Recommendation Letter from Downtown Stockton Alliance .....	Exhibit F
References.....	Exhibit G
Detailed Statement/Plan for Service Implementation.....	Exhibit H
Financial Statement .....	Exhibit I
Corporate Structure.....	Exhibit J
Key Personnel Biographies/Resumes .....	Exhibit K
Sample Incident Report and Daily Activity Reports .....	Exhibit L
a. Communication Plan .....	Exhibit L
Copy of City of Stockton Business License .....	Exhibit M
Copy of California BSIS Private Patrol Operator License .....	Exhibit N



# **Exhibit A**

# PROPOSAL DOCUMENTS

- A) RFP – CITY WIDE SECURITY SERVICES
- B) PUR 18-017
- C) AUGUST 23, 2018

**COMPANY NAME:** APOLLO PRIVATE SECURITY LIMITED

**CONTACT NAME:** RAFAEL CARRILLO

**ADDRESS:** 333 E. CHANNEL STREET  
STOCKTON, CA 95202

**TELEPHONE NUMBER:** (209) 905-4342

**EMAIL:** ralph@apollosecurity.net



**REQUEST FOR PROPOSALS (RFP)  
CITY WIDE SECURITY SERVICES  
FOR THE CITY OF STOCKTON, CALIFORNIA  
(PUR 18-017)**

**PROPONENT'S AGREEMENT**

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) .
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

Apollo Private Security Limited  
FIRM

333 E. Channel Street, Stockton, CA 95202  
ADDRESS

Rafael Carrillo  
SIGNED BY

Chief Executive Officer  
TITLE OR AGENCY

Tel. (209) 905-4342 Fax (209) 748-4972  
TELEPHONE NO./FAX NO.

August 22, 2018  
DATE

ralph@apollosecurity.net  
E-MAIL ADDRESS

## NON-COLLUSION

## AFFIDAVIT FOR INDIVIDUAL PROPONENT

No. 1

STATE OF CALIFORNIA, \_\_\_\_\_)ss.

County of \_\_\_\_\_  
(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

No. 2

## AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA, \_\_\_\_\_)ss.

County of San Joaquin  
(insert)

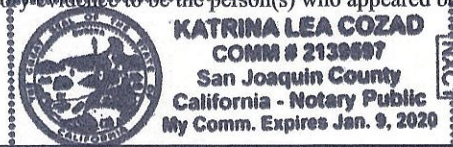
Rafael Carrillo being first duly sworn, deposes and says: That they are the Chief executive officer of Apollo Private Security Limited a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this 22 day of August, 2018by Katrina Cozad, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_



No. 3

## AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, \_\_\_\_\_)ss.

County of \_\_\_\_\_  
(insert)

each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as \_\_\_\_\_ who is the party making the foregoing bid; that the other partner, or partners, are \_\_\_\_\_ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_



# **Exhibit B**

## NON-COLLUSION

## No. 1 AFFIDAVIT FOR INDIVIDUAL PROPONENT

STATE OF CALIFORNIA, \_\_\_\_\_)ss.

County of \_\_\_\_\_  
(insert)

\_\_\_\_\_ being first duly sworn, deposes and says: That on behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Individual Proponent)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

## No. 2 AFFIDAVIT FOR CORPORATION PROPONENT

STATE OF CALIFORNIA, \_\_\_\_\_)ss.

County of San Joaquin  
(insert)

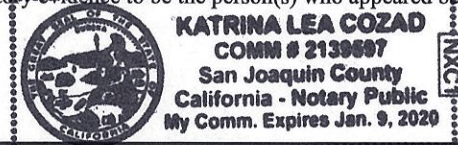
Rafael Carrillo being first duly sworn, deposes and says: That they are the Chief executive officer of Apollo Private Security Limited a corporation, which corporation is the party making the foregoing bid, that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation to put in a sham bid, or that such other person, firm or corporation shall or should refrain from bidding; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature Corporation Proponent)

Subscribed and sworn to (or affirmed) before me on this 22 day of August, 2018  
by Katrina Cozad, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_



## No. 3 AFFIDAVIT FOR FIRM, ASSOCIATION, OR CO-PARTNERSHIP

STATE OF CALIFORNIA, \_\_\_\_\_)ss.

County of \_\_\_\_\_  
(insert)

\_\_\_\_\_ each being first duly sworn, depose and say: That they are a member of the firm, association or co-partnership,

designated as \_\_\_\_\_ who is the party making the foregoing bid; that the other partner, or partners, are \_\_\_\_\_ that such bid is genuine and not sham or collusive, or made in the interest or behalf of any person not named herein; that said Proponent has not colluded, conspired, connived or agreed, directly or indirectly with, or induced or solicited any other bid or person, firm or corporation shall or should refrain from proposing; and has not in any manner sought by collusion to secure to themselves any advantage over or against the City, or any person interested in said improvement, or over any other Proponent.

(Signature)

(Signature)

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal \_\_\_\_\_

Signature \_\_\_\_\_

# **Exhibit C**



## Attachment C

**APOLLO PRIVATE SECURITY LIMITED  
PROPOSED HOURLY RATE FORM**

Post type	Standard Rate	Year 1	Year 2	Year 3	Year 4	Year 5
Fixed	Guard Hourly Rate*	\$15.00	\$15.50	\$16.00	\$16.00	\$16.00
	Benefits**	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
	<b>Total Rate Per Hour</b>	<b>\$15.50</b>	<b>\$16.00</b>	<b>\$16.50</b>	<b>\$16.50</b>	<b>\$16.50</b>
	<b>Premium Rate Markups</b>					
	Overtime/Holiday	+\$7.50 /hr	+\$7.75 /hr	+\$8.00 /hr	+\$8.00 /hr	+\$8.00 /hr
Vehicle patrol	Other (vehicle patrol hourly markup)***	+\$2.00 /hr	+\$2.50 /hr	+\$3.00 /hr	+\$3.00 /hr	+\$3.00 /hr
Cash handling	Other (cash handling hourly markup)***	+\$0.50 /hr	+\$0.50 /hr	+\$0.50 /hr	+\$0.50 /hr	+\$0.50 /hr
Alarm response	24 hr/after hours alarm response (per alarm response incident, flat rate)	\$17.50	\$18.00	\$18.50	\$18.50	\$18.50
	Other-specify ( )	N/A				
	Other-specify ( )	N/A				

\*includes minimum wage, uniforms, equipment, training and other direct labor costs

\*\*includes Affordable Care Act or other direct benefits

\*\*\*includes vehicles/fuel, and cash handling duties/other as specified

Dated: August 22, 2018

By:



Rafael Carrillo, Chief Executive Officer

**APOLLO PRIVATE SECURITY LIMITED  
RFP — CITY WIDE SECURITY SERVICES  
PUR 18-017**

**ADDITIONAL DATA RELATED TO FEE SCHEDULE**

Apollo Private Security currently operates a 24-Hour patrol in Downtown Stockton. We are partnered with Downtown Stockton Alliance (DSA) and SP+ to protect properties in the DSA coverage area and all parking garages and lots operated by SP+. We are also on the City of Stockton's list to provide security for special events, and are the security contractor for the Stockton Ports baseball team.

This means that in addition to the required/requested security services in the RFP, Apollo will have several other guards in the immediate area that will be able to respond quickly and efficiently to emergency situations without the need to incur an additional cost to the City.

This also means that the transition would be much smoother if Apollo were awarded this Contract. This will be elaborated on in the Plan for Service Implementation under Exhibit H.

# **Exhibit D**



**REQUEST FOR PROPOSALS (RFP)  
CITY WIDE SECURITY SERVICES  
FOR THE CITY OF STOCKTON, CALIFORNIA  
(PUR 18-017)**

**PROPONENT'S AGREEMENT**

In submitting this proposal, as herein described, the proponent agrees that:

1. They have carefully examined the Scope of Work and all other provisions of this document and understand the meaning, intent and requirements of same.
2. They will enter into contract negotiations and furnish the services specified.
3. They have signed and notarized the attached Non-Collusion Affidavit form, whether individual, corporate or partnership. Must be 'A Jurat' notarization.
4. They have reviewed all clarifications/questions/answers on the City's website at [www.stocktonca.gov/adminbid](http://www.stocktonca.gov/adminbid) .
5. Confidentiality: Successful Proponent hereby acknowledges that information provided by the City of Stockton is personal and confidential and shall not be used for any purpose other than the original intent outlined in the Request for Proposal. Breach of confidentiality shall be just cause for immediate termination of contract agreement.

Apollo Private Security Limited  
FIRM

333 E. Channel Street, Stockton, CA 95202  
ADDRESS

Rafael Carrillo  
SIGNED BY



Chief Executive Officer  
TITLE OR AGENCY

Tel. (209) 905-4342 Fax (209) 748-4972  
TELEPHONE NO./FAX NO.

August 22, 2018  
DATE

ralph@apollosecurity.net  
E-MAIL ADDRESS

# **Exhibit E**

**REQUEST FOR PROPOSALS (RFP)  
CITY WIDE SECURITY SERVICES  
FOR THE CITY OF STOCKTON, CALIFORNIA  
(PUR 18-017)**

for information. In that blank, the Proponent must place a "Y" if the Proponent meets, accepts, or is responding to this question, statement, or request for information.

Proponents must use the format of this RFP in responding, including the use of the numbering, headings, and sequence. Each question, statement, or request for information must be addressed.

If Proponent cannot meet this requirement, "Exception" must be used in the blank. The same must also be stated in the detailed response.

## **2.4 SCOPE OF SERVICES**

Within City facilities, the proponent will encounter, confront, and will have to address issues which may include, but not be limited to loitering, homelessness, property crime related to theft or vandalism, crowd control and public safety during large special events and meetings, and disorderly conduct.

Proponent shall provide all labor, material, vehicles, bicycles, and personnel equipment such as flashlights, radio, cellular phone, tablet or other communication devices, and guard uniforms.

Proponent shall provide security services in accordance with the requirements of this scope of services. Proponent shall be responsible for the following services and duties:

Y A. Establish a visual presence that communicates to the public that the facilities are safe and secured;

Y B. Greet, engage and assist visitors in each facility as well as patrol and maintain security. Escort unwanted visitors out as quickly as possible if they linger in the facility, after inquiring whether they need assistance;

Y C. Lock and unlock buildings, gates and access ways and maintain key security; The Contractor shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Contractor shall properly use and keep safe all keys or locks issued by the City to the Contractor. The Contractor shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovering the keys or locks are lost or stolen. The Contractor shall reimburse the City



**REQUEST FOR PROPOSALS (RFP)  
CITY WIDE SECURITY SERVICES  
FOR THE CITY OF STOCKTON, CALIFORNIA  
(PUR 18-017)**

for the total cost of re-keying, replacement keys and/or locks that have been lost. Upon termination or cancellation of the Contract, the Contractor shall immediately return all keys, cards, remotes, etc., to the City. The Contractor shall reimburse the City for the total cost of lost items.

Y D. Respond to security, fire and critical alarms or calls. Provide effective, efficient and proper response and follow through with authorities when emergencies arise in the facilities;

Y E. Monitor and ensure restricted areas are limited to authorized persons only;

Y F. Secure assets against damage, theft, fire, flood, storm, tempest or other events that may cause damage as instructed;

Y G. Manage lost and found items by turning them into authorized personnel to be determined by the City;

Y H. Keep and maintain a record of activity throughout shift (a Daily Activity Report, or DAR), reporting significant events to the City as instructed;

Y I. Review and analyze the DAR of the previous shift and take appropriate actions as necessary;

Y J. Make regular, complete, but randomly timed rounds every day (even in inclement weather) throughout all facilities, including but not limited to multiple facility levels, parking lots, exterior perimeter, stairwells, public restrooms, lobbies, basements or anywhere that a person could hide or sleep. After fully checking a facility, security personnel shall write down observations/actions taken in the DAR.

Y K. Engage those sleeping in or around City facilities, inform them that this behavior is prohibited, and escort them from the facility. If the person is a repeat offender or does not cooperate and leave the facility, security guard shall call the police;

Y L. Engage people who are urinating or defecating in or around any City facility and inform them that this behavior must cease immediately, is unacceptable, illegal and subject to citation. If the person is disobedient, nonconforming, defiant and/or threatening, security guard shall call the police;

**REQUEST FOR PROPOSALS (RFP)  
CITY WIDE SECURITY SERVICES  
FOR THE CITY OF STOCKTON, CALIFORNIA  
(PUR 18-017)**

- Y M. Respond to emergencies, intervene when appropriate to resolve the incident and contact the proper authorities immediately as needed, including the police, and/or fire;
- Y N. Proponent shall designate a primary point of contact, a "Project Manager," for City staff to communicate with on an as-needed basis. Project Manager shall keep City informed of any, and all personnel changes and any site-specific issues or recurring problems.
- Y O. Provide a contract supervisor to monitor, evaluate, and provide coverage for guard performance at all sites, and for all shifts.
- Y P. Supervisor shall make changes to staff's weekly regular schedules, as needed, to compensate for scheduled and unscheduled absences; read, review and approve all DAR and SIR forms; correct security guards for lack of performance issues, such as inability to follow written or oral instructions, and uniform appearance; attend regularly scheduled meetings with proponent's Project Manager and City personnel, and proactively address any gaps in service level or guard performance.

## **2.5 REPORTING REQUIREMENTS**

The proponent is required to update and maintain Daily Activity Reports (DAR) and Special Incident Reports (SIR) documenting security-related problems at each site. Proponent shall ensure that the DARs and SIRs are verified for completeness/accuracy. **Sample DAR and SIR forms must be included in Submittal.**

Proponent shall ensure that each DAR includes at a minimum the following information:

- Y A. Security Guard's name, assignment, equipment check, date/time/facility and descriptions of patrol activities;
- Y B. Summary of security logs including the number of reported incidents and associated details along with photos of the incidents;
- Y C. Record of any actions, follow-ups or updates on the identified incidents;
- Y D. Summary of any reportable incidents;

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- Y E. List of any vehicles that are out of service and details of the nominated replacement vehicles;
- Y F. Hourly communication between security guards and supervisors shall be recorded on the DAR.
- Y G. DARs must be digital and emailed to authorized City personnel for each site, each day.
- Y H. Proponent shall produce SIRs for all crimes committed in the facilities, medical aid calls when advanced medical aid needs to be summoned, any injury on City property, and any irregular or suspicious activity which needs to be documented outside the daily DAR. Proponent shall ensure that each SIR includes at a minimum the following information:
1. Date, time, facility address, Security Guard's name and badge number;
  2. A detailed description of the incident; and
  3. All actions that were taken, i.e., license plate numbers, names, phone numbers, descriptions, photos, statements, locations, police case number, and names of City staff contacted, when applicable.

**2.6 CASH HANDLING**

- Y A. If site involves cash handling, Proponent must adhere to the City's Cash Handling Policy, Attachment B. Proponent is responsible for employee training, and documentation that employee has read the Cash Handling Policy should be placed in each employee's personnel folder. If the employee has any questions regarding the policy, security company should review the policy with the employee.

Cash Handling Procedures are as follows:



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1. There must be two security guards present whenever cash is collected and transported to City's designated deposit site. If cash is not in the custody of two personnel during the travel, signatures, log numbers, and sealed bags must be used to ensure accountability at all times.
2. There must be a cash count sheet which documents:
  - (a) Names of person(s) removing cash from safe
  - (b) Date/time cash is removed from safe
  - (c) Date/time cash is returned to safe
  - (d) Cash breakdown – coins, bills, checks, credit card slips
  - (e) Two signature lines for the person(s) attesting to cash count and amount
3. Two people must count cash and both people must sign the cash count sheet acknowledging that the recorded amount of cash was in the bag
4. Each time cash is handed off to the next person, the person accepting the cash must count the cash before accepting it and keep the signed copy of the cash record with the cash.
5. Bank deposit slips must match the cash sheets.
6. All change/register funds, including any safe amounts, must be counted and logged with employee initials at each site, each day.

Proponent's supervisor must visit each site handling cash not less than once per month to audit all cash on site and document such audit. All audit results must be sent to City monthly and will be included in the quarterly security review with City Staff.

**2.7 LICENSES AND PERMITS**

At all times during the contract period, Proponent will possess valid licenses and permits, and adhere to all regulations required by the following:

- Y A. State of California Business and Professions Code  
Division 3, Chapter 11.5 Private Security Services.
- Y B. State of California Code of Regulations, Title 16, Division 7.
- Y C. Stockton Municipal Code Sections 5.04.040.

**2.8 EMPLOYEE SELECTION**

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The City of Stockton may reject or demand the immediate replacement of any security employees that do not meet one or more of the selection or performance criteria noted below. In an effort to retain site knowledge and expertise, Proponent shall interview existing security staff for potential employment. All employees selected to work at one or more City of Stockton location shall be qualified based on meeting, at a minimum, the following:

- Y A. Be a United States Citizen or possess the necessary authority from the U.S. Citizenship and Immigration Services to be employed in the United States.
- Y B. Possess a valid California driver license.
- Y C. Possess a high school diploma or equivalent.
- Y D. Possess the ability to communicate effectively in the English language, both oral and written. Write legible, complete and accurate DARs.
- Y E. Successfully pass a drug screening evaluation and background investigation to include fingerprinting within the previous twelve (12) months.
- Y F. Possess adequate physical and mental health, including good corrected eyesight (correctable to 20/20, good visual acuity and normal color perception), hearing, sense of smell, and mobility necessary to perform security guard service functions.
- Y G. Ability to assess a situation, and quickly determine what is going on and what type of assistance/action will be needed.
- Y H. Ability to walk three (3) miles, including stairwells, in good physical condition during assigned shift.
- Y I. Ability to give general directions and information to customers.
- Y J. Ability to be professional, courteous and helpful; and the ability to display proactive problem-solving approach to issues and questions. Security guards should be outgoing and focused on customer service as a critical part of their security function.
- Y K. If selected to drive a security vehicle, the employee(s) must maintain a good driving record, including, but not limited to, no moving violations within the last twelve (12) months, have had proper training

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in the use of all equipment associated with the use of the vehicle, including first aid/CPR training.

- Y L. Possession of valid credentials evidencing Security Guard Registration with the Bureau of Security and Investigative Services of the California Department of Consumer Affairs. The guard must be in possession of these credentials at all times and must be presented at any time to any law enforcement officer or City representative. Failure of a guard to meet this requirement may result

in liquidated damages and nonpayment by City to proponent for such guard services. Proponent shall replace guard in the event the guard fails to provide proper credentials.

- Y M. Shift Supervisor: Same qualifications as a security guard and ability to effectively supervise security guards and make changes to staff's weekly regular schedules, as needed, to compensate for scheduled and unscheduled absences. Have a working knowledge of company's organization, training, and resources outside of the City account. Maintain and obtain company equipment such as vehicles, flashlights, uniforms, blank DAR and SIR report forms. Read, review and sign guards' DAR and SIR forms. Have the ability to correct security guards for lack of performance issues such as the inability to follow written or oral instructions and uniform appearance. Attend weekly meetings with proponent's Project Manager and City personnel.

## **2.9 TRAINING**

- Y A. Proponent will have a formal, written training plan for employees and document employee attendance and participation. The training plan should provide for ongoing employee training based on specific job assignment and location. Training shall include but not be limited to the proper use of all equipment, how to provide exceptional customer service, a protocol for how to report concerns, issues, breaches of security while on duty and proper chain of command for both site location and within proponent's company. Site training shall include specific expectations of staff while on duty, breaks, at start and end of the shift. Backfill employees must be trained on-site protocols prior to starting a shift.

- Y B. Proponent will complete and maintain training records, which indicate all initial and recurrent training and any examination results, permits, licenses, and registrations required by State Law or City Ordinance, for all employees assigned to duty under a City of



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Stockton contract. The contractor will maintain training records for terminated employees for at least one year after termination or the period required by State law, whichever is longer. These records will be available for inspection by the City upon request. The proponent will ensure all employees assigned to City sites will be thoroughly familiar with requirements of duty station and applicable City policies to the duty station assigned.

**2.10 SUPERVISION**

- Y A. Proponents will provide adequate supervision of personnel to ensure their employees are attentive at all times while on duty, and employees do not sleep, read, text, play video games, watch television, access the internet or any social media site, listen to audio headset equipment, consume alcohol, or perform any other distracting task while on duty. Proponents will ensure their employees are properly uniformed, neat and professional in appearance, and courteous and professional in demeanor at all times while on duty. Proponent agrees to schedule supervisor to attend regularly scheduled meetings with City staff to review contract performance on not less than a quarterly basis. Times, dates, and places to be determined.
- Y B. Proponent will ensure DAR logs are maintained at each site to verify area is secured and document any unusual activity. Specific requirements may vary by site.
- Y C. Proponent is responsible for payment of their employees' wages, salaries, overtime, benefits, taxes, insurance, and other required costs associated with employment. At no time are they considered employees of the City of Stockton. Employees assigned to duties with the City will not work in excess of 12 hours per day with a turnaround time of fewer than 12 hours, or 52 hours per week on all assignments combined. The City will not pay overtime unless requested by and approved by the City designated Project Manager.

**2.11 PROFESSIONAL STANDARDS, UNIFORMS, AND EQUIPMENT**

- Y A. Proponent will provide all necessary uniforms and equipment for their personnel. Proponent shall ensure that all uniforms are clean and pressed and clearly show the word "Security" on it as well as visibly display a name badge with the guard's picture, name and the name of the proponent.

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- Y B. Proponent shall ensure that all staff acts professionally, and is courteous, well-groomed, well-mannered and helpful to all customers. Proponent shall have established comprehensive standards of appearance for maintaining both professional standards of conduct and neat personal appearance for its employees.
- Y C. Required equipment includes a flashlight, pen and paper, either a portable two-way radio or a cellular telephone, and an automobile, bicycles, and safety equipment – all in good working condition. Other equipment such as rain gear, handcuffs, and pepper spray, may be used with permission of the City. Proponent shall report any equipment malfunctions, problems, safety, and/or maintenance concerns to the City.
- Y D. Proponent shall ensure all security equipment such as radios, mobile phones, parking compliance devices, etc. are appropriately charged and in good working order. Additional portable phone charger must be provided so that personnel is never without a cell phone while phone charges. Cell phone must be on personnel and answered during billable hours at each site.
- Y E. Proponent will maintain evidence of all required training and permits for any equipment assigned or used by their employees while on duty for the City.

**2.12 VEHICLE**

Vehicles used by Proponent must comply with the following:

- Y A. Be clearly marked as a security patrol vehicle on the front, back, and both sides with the proponent's company name and insignia.
- Y B. Be equipped with an emergency lighting system, in accordance with the California Highway Patrol, emergency road flares, and first aid kit.
- Y C. Be clean and well maintained in safe operating condition. The proponent will maintain vehicle maintenance and inspection records for all vehicles used to provide security guard service to the City. These records will be available for inspection upon request of the City.

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- Y D. Be properly licensed with current registration and insured in accordance with State law.

**2.13 BICYCLES**

Bicycles used by Proponent must comply with the following:

- Y A. Be clearly marked as a security patrol bicycle with the proponent's company name and insignia.
- Y B. Be equipped with a lighting system including reflectors and other safety equipment in accordance with the California Vehicle Code.
- Y C. Be clean and well maintained in safe operating condition. The proponent will maintain bicycle maintenance and inspection records for all bicycles used to provide security guard service to the City of Stockton.
- Y D. Be properly licensed with the City in accordance with the Stockton Municipal Code.

**2.14 TOLL BOOTH OPERATION**

- Y A. Proponent will collect tolls at Buckley Cove, secure the funds, prepare daily reports and deposits, and deliver them to the Administrative Services Department in accordance with City of Stockton cash handling directives, policies, and procedures. Schedule for pick-up of funds from toll booths and delivery to Administrative Services will be mutually agreed upon but shall not be less than three (3) times, per week. Pick up times can be altered according to seasonal needs with adequate notice by the City.

**2.15 CONTRACT PERFORMANCE**

The City will evaluate proponent's performance under the conditions of this contract. The proponent will be required to meet not less than quarterly with the City representative(s).

**2.16 ADDITIONAL REQUIREMENTS**

The following additional items shall be included in the proposal:

- Y A. A brief history of your company, including resumes of key personnel who will be assigned to Stockton.



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Y B. Client references, including telephone numbers and email addresses.

1. Five references minimum, including three governmental organizations comparable in size to Stockton.

Y C. Description of procedures and sample reports for:

1. Periodic performance reports
2. Specific incident reports (SIR)
3. Daily Activity Reports (DAR)

Y D. Description of communication plan between Proponent and City, including how SIR and DAR will be made available, proposed frequency of communication and method, i.e., email, online portal, phone call, in-person meeting or other.

Y E. Absenteeism staffing plan for backfilling/training of guards.

Y

# **Exhibit F**



August 22, 2018

To whom it may concern,

I am writing this letter of recommendation regarding the security services Apollo Private Security provides for the Downtown Stockton Alliance. Since we contracted Apollo in June property crime has decreased significantly. Their patrols have cut into the property crimes that have plagued the Downtown for years. Their officers are ready to engage in a way that defuses the situation without causing further incident.

The officers hired by Apollo are well trained and understand how to handle the Districts issues with a level that is far superior to the services we received with our prior provider.

I have and would recommend Apollo to any public or private organization that wants a well trained and professional private security company on a short or long-term agreement.

If you would like to contact me, you can email me at [mhuber@downtownstockton.org](mailto:mhuber@downtownstockton.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Huber", written over a light blue horizontal line.

Michael Huber, Executive Director



# Exhibit G

**APOLLO PRIVATE SECURITY LIMITED  
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**REFERENCES**

**Downtown Stockton Alliance**

Michael Huber, Executive Director  
125 Bridge Place, 3<sup>rd</sup> Floor  
Stockton, CA 95202  
(209) 464-5246  
[mhuber@downtownstockton.org](mailto:mhuber@downtownstockton.org)

**DFA Medici (Medico Dental Building)**

Pat Harden, Director  
119 E. Weber Avenue  
Stockton, CA 95202  
(209) 483-3571  
[pdharden@sbcglobal.net](mailto:pdharden@sbcglobal.net)

**City of Stockton—Special Events**

Jon Wright, Supervisor Community Services  
425 N. El Dorado Street  
Stockton, CA 95202  
(209) 937-8119  
[jon.wright@stocktonca.gov](mailto:jon.wright@stocktonca.gov)

**Cutter Lumber**

Tony Palma  
4004 El Dorado Street  
Stockton, CA 95206  
(209) 609-1217  
[tony@cutterlumber.com](mailto:tony@cutterlumber.com)

**Strategic Security Corporation**

Joe Sordi, CEO  
295 Madison Avenue, 12<sup>th</sup> Floor  
New York, NY 10017  
(646) 285-7495  
[jsordi@sscctu.com](mailto:jsordi@sscctu.com)

# **Exhibit H**

**APOLLO PRIVATE SECURITY LIMITED  
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**DETAILED STATEMENT/PLAN FOR SERVICE IMPLEMENTATION**

As discussed, Apollo currently operates a 24-Hour patrol in Downtown Stockton and provides security services for several customers in the City. This puts us in a unique position to implement a smooth transition.

First, we will hire a Project Manager to manage all aspects of this contract including hiring, creating schedules, creating training material, and purchasing any material we may need to begin work on this contract. The Project Manager will continue in a supervisory capacity over all aspects related to this contract throughout the duration thereof.

Second, we will tour and train on each site prior to the expiration of the current contract and with the anticipated cooperation of the incumbent contractor.

Third, we will create schedules to identify the number of shifts and guards needed to fulfill the requirements of this RFP.

Fourth, if permitted, we will communicate with the incumbent contractor to determine whether they are willing to allow Apollo to hire current employees to continue at their posts. If permitted, we will make contact with the appropriate City staff to determine the performance of current guards and retain only those that met the City's standards.

Fifth, we will hold several training classes at our training facility to get all guards current with the policies and procedures of specific sites. It is our policy to train guards at multiple sites to be able to cover in the event of unexpected absences and to avoid any lapse in coverage.

Sixth, we will meet with the appropriate City Staff to familiarize them with our practices including providing access to our online reporting system, training in our Radio Communication practices, and to provide all the appropriate contact information.

It is our expectation that the transition will be smooth, and will not result in any security lapses for city sites.



# **Exhibit I**

**APOLLO PRIVATE SECURITY LIMITED  
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**FINANCIAL STATEMENT**

Please see attached cash flow statement from our bank.

We are proud to have grown our business in three short years to a revenue of nearly \$1 Million. This growth has resulted in several jobs and opportunities for our community.

We have not taken out any loans and try to keep our expenses as low as possible to be able to provide a premium but affordable service to all our clients. Also, Apollo's parent company, Carrillo Davalos APLC, has grown to over \$1 Million in annual revenue without taking out any loans.

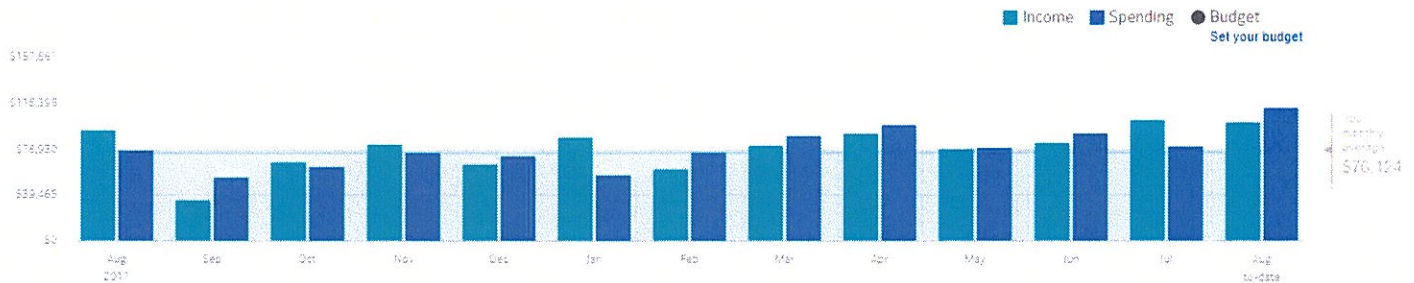
We can make any other information available that the City may deem necessary to more fully evaluate this Proposal.

## Spending & Budgeting

Spending Income Transactions Cash Flow

Cash flow for the last 12 Months in All Accounts

[Tell us what you think](#)



Income \$932,081.18 - Spending \$913,492.20 = Surplus \$18,588.98

Your average spending \$76,124.35/mo. Your average surplus \$1,549.08/mo.

[How are these results calculated?](#)

Description	Monthly Average	<	May	Jun	Jul	Aug to-date	>	12-Month Total
Income	\$77,673.43		\$78,924.79	\$83,061.93	\$102,415.13	\$100,832.08		\$932,081.18
Consulting	\$0		\$0	\$0	\$0	\$0		\$0
Deposits	\$77,140.55		\$78,789.23	\$83,051.93	\$102,415.13	\$100,832.08		\$925,686.61
Expense Reimbursement	\$0		\$0	\$0	\$0	\$0		\$0
Interest	\$0		\$0	\$0	\$0	\$0		\$0
Investment Income	\$0		\$0	\$0	\$0	\$0		\$0
Other Income	\$0		\$0	\$0	\$0	\$0		\$0
Paychecks/Salary	\$532.88		\$135.56	\$10.00	\$0	\$0		\$6,798.57

# **Exhibit J**



**APOLLO PRIVATE SECURITY LIMITED  
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**CORPORATE STRUCTURE**

Apollo Private Security Limited is a privately held Corporation registered with the California Secretary of State and is owned by Carrillo Davalos APLC, a local Stockton law firm. Its officers are as follows:

**Rafael Carrillo, Esq.**  
Chief Executive Officer

**Brian Davalos, Esq.**  
Chief Financial Officer

**Crystal Vivero**  
Chief Operations Officer, Secretary

We have two offices located in Stockton. Our principal place of business is 333 E. Channel Street, Stockton, CA 95202 and our training facility is located at the Fairgrounds Industrial Park at 1250 S. Wilson Way, Ste 220, Stockton, CA 95202. We hold a current business license in the City of Stockton.

# **Exhibit K**



Apollo Private Security's Founder and Chief Executive Officer, Rafael Carrillo, was born and raised in Stockton, California. He was born to immigrant parents and is the 4<sup>th</sup> child of 6. As a child, he and his brothers would often accompany his father in the early mornings before school to deliver newspapers for the Stockton Record. This instilled a very strong work ethic from a very young age.

Rafael attended St. Mary's High School for his Freshman, Sophomore and Senior years. For his Junior year, he travelled to Germany and competed as a semi-professional cyclist. While there, Rafael also attended high school and learned his third language, German.

He graduated with a Juris Doctor from the University of the Pacific McGeorge School of Law. During law school, Rafael worked as a security guard in Stockton. This was his first exposure to the security field. After seeing a severe lack of professionalism and training in the security world, he began to ponder creating his own company to change the way security is perceived. He noticed that security guards often had a sloppy appearance and were generally seen by the public as an indication that a business was unsafe, thus necessitating a security guard. His goal was to change this to instead create a welcoming perspective of safety.

Rafael met and married his wife, Yazmin, in 2013. Together, and with a partner, Brian Davalos, they founded Carrillo Davalos APLC in the heart of Downtown Stockton in February 2014. Their goal was to provide comprehensive legal services while avoiding the one-stop-shop feel. Carrillo Davalos APLC's motto is "Lawyers for Everyone."

Shortly thereafter, in December 2015, Rafael founded Apollo Private Security Limited. He has stuck to his original plan to change the public's perception of the security field and is always looking for new and innovative ways to provide security services to customers in a manner that benefits businesses to stimulate further growth. His primary focus has always been Downtown Stockton. Rafael knows that the City has the potential to become an even more terrific entertainment destination for families and residents. He hopes to help achieve this vision by providing a premium security service that will promote further growth.

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Apollo Private Security's Chef Operations Officer and Qualified Manager, Crystal Vivero, brings a vast wealth of experience to the company. She has been in the security field for over 20 years. Crystal was also a POST Certified Correctional Officer for the California Department of Corrections and Rehabilitation.

Crystal helped launch Apollo and shares the founders' vision of providing a premium but affordable security service.

## CRYSTAL VIVERO

cvivero@apollosecurity.net  
332 W. 7th St.  
Stockton, CA 95206

### EDUCATION

- SJVC Modesto: Medical Assistant Certificate
- Galt CDCR Academy: Post Certified
- BSIS: Qualified Manager Certified

### EXPERIENCE

#### APOLLO PRIVATE SECURITY

07/07/2015 to Present

- Chief Operations Manager: Answer phones, do the HR and, the Billing, I take time for a personal level relationship with all my clients to make sure there need for all and every need for their properties we takecare of.

Global Security Management Agency 09/15/2014 to  
07/06/2015

- Branch Manager, Answering phones, bank deposits and bill paying, employee scheduling, filing and daily record keep. Interviewing and employee releasing. Supervision to other employees, implementing rules and regulations. Report writing. Dispatch.

#### M.T.Z Security

7/2010 - 8/21/2015

- Operations Manager: Contract writing and meetings, Client organizations, Answering phones, bank deposits and bill paying, employee scheduling. Interviewing and employee releasing. Supervision to other employees, implementing rules and regulations, and Dispatch.

California Department of Corrections and Rehabilitation (High Desert State Prison) 5/1/2005-  
6/10/2015

- Correctional Officer: day to day activities with prison inmates, cell searches, tower operator, wall watch, report writing, defusing situations. General safety of the staff, prison and prisoners.

#### M.T.Z Security

8/1998-8/21/2015

- Security Officer - Armed Security Officer, Daily Activity reports, parking lots, special events, crowd control, radio communication.



# **Exhibit L**



## INCIDENT REPORT

Report Number

☐ Original    ☐ Continuation    ☐ Supplement

LOCATION	Incident Occurred At:				Mo / Day / Year		Time (2400)		Day of Week	
	Address		City		State		Zip		Specific Location:	
PERSONS INVOLVED	Party	Type	Drivers License/ID No.		State	Age	Sex	Race	Injury	
	Address		City		State		Zip		Telephone Number(s)	
	Party	Type	Drivers License/ID No.		State	Age	Sex	Race	Injury	
	Address		City		State		Zip		Telephone Number(s)	
	Party	Type	Drivers License/ID No.		State	Age	Sex	Race	Injury	
	Address		City		State		Zip		Telephone Number(s)	
VEHICLE	Status <input type="checkbox"/> Stolen <input type="checkbox"/> Suspect <input type="checkbox"/> Gov't <input type="checkbox"/> Personal <input type="checkbox"/> Vandalized <input type="checkbox"/> Recoverd									
	Year	Make	Model	Color	Identifying Characteristics					
	VIN			Lic. Plate No.			State	Approx. Value		
ITEMS TAKEN	Name of Item				Quantity		Ownership			
	Value		Identifying Characteristics							
	Property was <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured			Status of Property <input type="checkbox"/> Recovered <input type="checkbox"/> Missing <input type="checkbox"/> Partial Recovery					Value Recovered	
	Name of Item				Quantity		Ownership			
	Value		Identifying Characteristics							
	Property was <input type="checkbox"/> Secured <input type="checkbox"/> Unsecured			Status of Property <input type="checkbox"/> Recovered <input type="checkbox"/> Missing <input type="checkbox"/> Partial Recovery					Value Recovered	



<b>INCIDENT REPORT</b>	Report Number
Officer's Narrative Report	

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and some minor discoloration or shadows, suggesting it's a physical scan. There is no handwriting or other markings on the paper.

# Daily Activity Report (DAR)



ATTACHMENT A

Cutter Lumber 4004 S. El Dorado Street

Priority **3 2 1**

Created Date	Issue Name	Unit #	Issue ID
8/23/2018 5:02 AM	G.VIVERO - Patrol REPORTED: LOCATION:Default RESPONSE:Checked fence line no holes or signs of forced entry or suspicious activity to report at this point in time		232020553

FIP 1110 S. Wilson Way

Priority **3 2 1**

Created Date	Issue Name	Unit #	Issue ID
8/23/2018 4:34 AM	G.VIVERO - Patrol REPORTED: LOCATION:Default RESPONSE:Checked all buildings all windows and doors all appear secured and safe no suspicious activity or damage to property to report at this point in time		232016726
8/23/2018 12:58 AM	G.VIVERO - Patrol REPORTED: LOCATION:Default RESPONSE:Checked all buildings all windows and doors all appear locked and secured no damage to property or suspicious activity to report talked with guard he said everything was clear and went off duty		231970777
8/22/2018 11:47 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Making my rounds , front and back of the building checking all equipment doors and windows. No issues.		231952721
8/22/2018 11:47 PM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:1110 S Wilson Storefront		231952347
8/22/2018 10:17 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrolling around the building , checked all equipment doors windows and fence lines. All clear.		231929341
8/22/2018 10:16 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked gate #1 closed and locked.		231929000
8/22/2018 10:16 PM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:1110 S Wilson Storefront		231928853
8/22/2018 8:25 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrol around the building , checking all equipment doors windows and fence lines. No issues.		231901520
8/22/2018 8:24 PM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:1110 S Wilson Storefront		231900415
8/22/2018 6:49 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrolled around the building , checking the fence lines doors windows and equipment. All clear.		231878352
8/22/2018 6:47 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked gate #1 closed and locked.		231877922
8/22/2018 6:47 PM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:1110 S Wilson Storefront		231877832
8/22/2018 5:32 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Closed and locked gate #1.		231862284
8/22/2018 5:02 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Making my rounds behind and front of the building , checking all windows doors equipment and fence lines. All clear.		231856231
8/22/2018 5:02 PM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:1110 S Wilson Storefront		231855906



# Daily Activity Report (DAR)

ATTACHMENT A

FIP 1250 S. Wilson Way

Priority **3 2 1**

Created Date	Issue Name	Unit #	Issue ID
8/23/2018 12:12 AM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked front office , all doors are closed and locked. No problems.		231959590
8/23/2018 12:12 AM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:Main Office Front		231959253
8/23/2018 12:10 AM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Roaming around the property , checked all gates doors windows vehicles equipment and fence lines. All secured.		231958953
8/23/2018 12:00 AM	CMOORE2018 - Checkpoint Scan REPORTED: 1250 W Wilson. B2, B4, B6, and B8 appear to be secured and no issue to report at this time. LOCATION:B-8 back side of main office		231955669
8/22/2018 11:58 PM	CMOORE2018 - Checkpoint Scan REPORTED: 1166 S. Wilson way building, White Cap, windows and doors are all closed and secured at this time. Fence line appears to have no damages or new holes to report. LOCATION:Store Front White Cap		231954824
8/22/2018 10:53 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked gate #3 closed.		231938035
8/22/2018 10:51 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Walking around the site , checking all doors windows vehicles equipment fence lines and gates. All secured.		231937936
8/22/2018 10:36 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Lights are on inside building D-2 .		231934398
8/22/2018 10:33 PM	CMOORE2018 - Checkpoint Scan REPORTED: 1250 W Wilson. B2, B4, B6, and B8 appear to be secured and no issue to report at this time. LOCATION:B-8 back side of main office		231933425
8/22/2018 10:30 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked gate #2 closed and locked.		231932863
8/22/2018 10:29 PM	CMOORE2018 - Checkpoint Scan REPORTED: 1166 S. Wilson way building, White Cap, windows and doors are all closed and secured at this time. Fence line appears to have no damages or new holes to report. LOCATION:Store Front White Cap		231932276
8/22/2018 8:57 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Roaming around the property , checking all fence lines doors windows vehicles equipment and gates. No issues.		231907981
8/22/2018 8:45 PM	CMOORE2018 - Checkpoint Scan REPORTED: 1250 W Wilson. B2, B4, B6, and B8 appear to be secured and no issue to report at this time. LOCATION:B-8 back side of main office		231905130
8/22/2018 8:38 PM	CMOORE2018 - Checkpoint Scan REPORTED: 1166 S. Wilson way building, White Cap, windows and doors are all closed and secured at this time. Fence line appears to have no damages or new holes to report. LOCATION:Store Front White Cap		231903498
8/22/2018 7:15 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked gate #3 closed.		231884691
8/22/2018 7:12 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Roaming around the property , checked all windows doors equipment vehicles gates and fence lines . All secured.		231884548
8/22/2018 7:02 PM	CMOORE2018 - Checkpoint Scan REPORTED: 1250 W Wilson. B2, B4, B6, and B8 appear to be secured and no issue to report at this time. LOCATION:B-8 back side of main office		231881131
8/22/2018 7:00 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked gate #2 closed and locked.		231880825
8/22/2018 6:59 PM	CMOORE2018 - Checkpoint Scan REPORTED: 1166 S. Wilson way building, White Cap, windows and doors are all closed and secured at this time. Fence line appears to have no damages or new holes to report. LOCATION:Store Front White Cap		231880053
8/22/2018 5:50 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked the front office , all doors are closed and locked. No problems.		231865624
8/22/2018 5:49 PM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:Main Office Front		231865373
8/22/2018 5:42 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrolling around the property , checking all doors windows vehicles equipment gates and fence lines. All secure.		231864555
8/22/2018 5:16 PM	CMOORE2018 - Checkpoint Scan REPORTED: 1250 W Wilson. B2, B4, B6, and B8 appear to be secured and no issue to report at this time. LOCATION:B-8 back side of main office		231858894
8/22/2018 5:15 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked gate #2 closed and locked.		231858694
8/22/2018 5:13 PM	CMOORE2018 - Checkpoint Scan REPORTED: 1166 S. Wilson way building, White Cap, windows and doors are all closed and secured at this time. Fence line appears to have no damages or new holes to report. LOCATION:Store Front White Cap		231858186



# Daily Activity Report (DAR)

ATTACHMENT A

FIP 1623 E Martin Luther King Jr Boulevard

Priority **3 2 1**

Created Date	Issue Name	Unit #	Issue ID
8/23/2018 12:08 AM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Making my rounds , around the building checking all fence lines doors windows and vehicles. No activity going on.		231958490
8/23/2018 12:08 AM	CMOORE2018 - Checkpoint Scan REPORTED: All areas around building 1623 MLK blvd appear to be closed and secured at this time. Fence remains intact. LOCATION:1623 E MLK. Storefront #3		231958105
8/22/2018 10:49 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrolled around the building , checked all windows doors equipment vehicles and fence lines.		231937371
8/22/2018 10:49 PM	CMOORE2018 - Checkpoint Scan REPORTED: All areas around building 1623 MLK blvd appear to be closed and secured at this time. Fence remains intact. LOCATION:1623 E MLK. Storefront #3		231937193
8/22/2018 10:47 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked gate #4 closed and locked.		231936903
8/22/2018 8:55 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Walking around the building , checking all windows doors equipment and fence lines. No activity going on.		231907447
8/22/2018 8:55 PM	CMOORE2018 - Checkpoint Scan REPORTED: All areas around building 1623 MLK blvd appear to be closed and secured at this time. Fence remains intact. LOCATION:1623 E MLK. Storefront #3		231907162
8/22/2018 7:11 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Walking around the building , checking all windows doors equipment and fence lines.		231883801
8/22/2018 7:11 PM	CMOORE2018 - Checkpoint Scan REPORTED: All areas around building 1623 MLK blvd appear to be closed and secured at this time. Fence remains intact. LOCATION:1623 E MLK. Storefront #3		231883617
8/22/2018 7:08 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked gate #4 closed and locked.		231883441
8/22/2018 6:02 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Closed and locked gate #4.		231868105
8/22/2018 5:42 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Walking around the building , checked all fence lines doors windows and equipment.		231864163
8/22/2018 5:42 PM	CMOORE2018 - Checkpoint Scan REPORTED: All areas around building 1623 MLK blvd appear to be closed and secured at this time. Fence remains intact. LOCATION:1623 E MLK. Storefront #3		231864051

# Daily Activity Report (DAR)

ATTACHMENT A

FIP 1705 E Martin Luther King Jr Boulevard

Priority **3 2 1**

Created Date	Issue Name	Unit #	Issue ID
8/23/2018 12:06 AM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrol around the building , checking all fence lines doors windows vehicles and equipment. No problems.		231957548
8/23/2018 12:06 AM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:1705 E. MLK. Storefront #2		231957259
8/22/2018 10:43 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Roaming around the building , checked all windows doors equipment vehicles and fence lines. No activity going on.		231936257
8/22/2018 10:43 PM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:1705 E. MLK. Storefront #2		231935771
8/22/2018 8:51 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Deputy Fire Chief and his wife is on the property , inside his office unit 1.		231906910
8/22/2018 8:50 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Roaming around the building , checked all windows doors equipment vehicles and fence lines.		231906406
8/22/2018 8:50 PM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:1705 E. MLK. Storefront #2		231906260
8/22/2018 7:07 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Roaming around the building , checked all fence lines doors windows vehicles and equipment. No problems.		231882758
8/22/2018 7:07 PM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:1705 E. MLK. Storefront #2		231882523
8/22/2018 5:38 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrol around the building checking all windows doors equipment vehicles and fence lines. No problems.		231863870
8/22/2018 5:38 PM	CMOORE2018 - Checkpoint Scan REPORTED: LOCATION:1705 E. MLK. Storefront #2		231863308



# Daily Activity Report (DAR)

ATTACHMENT A

FIP 1166 S. Wilson Way

Priority **3 2 1**

Created Date	Issue Name	Unit #	Issue ID
8/22/2018 11:58 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Roaming around the building , checking all windows doors and equipment. No issues.		231955049
8/22/2018 11:57 PM	CMOORE2018 - Checkpoint Scan REPORTED: Building C1-4 all appear to be closed and secured at this time. LOCATION:C-2 Building		231954662
8/22/2018 10:29 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Making my rounds , around the building checked the doors windows and equipment. No activity going on.		231932564
8/22/2018 10:28 PM	CMOORE2018 - Checkpoint Scan REPORTED: Building C1-4 all appear to be closed and secured at this time. LOCATION:C-2 Building		231932113
8/22/2018 8:38 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrolled around the building , checked all windows doors and equipment. All secure.		231903772
8/22/2018 8:37 PM	CMOORE2018 - Checkpoint Scan REPORTED: Building C1-4 all appear to be closed and secured at this time. LOCATION:C-2 Building		231903338
8/22/2018 6:59 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrolling around the building , checked all doors windows and equipment. No activity going on.		231880558
8/22/2018 6:58 PM	CMOORE2018 - Checkpoint Scan REPORTED: Building C1-4 all appear to be closed and secured at this time. LOCATION:C-2 Building		231879913
8/22/2018 5:13 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checking around the building , all equipment doors and windows. All secured.		231858412
8/22/2018 5:12 PM	CMOORE2018 - Checkpoint Scan REPORTED: Building C1-4 all appear to be closed and secured at this time. LOCATION:C-2 Building		231858059



# Daily Activity Report (DAR)

ATTACHMENT A

FIP 1158 S. Wilson Way

Priority **3 2 1**

	<i>Created Date</i>	<i>Issue Name</i>	<i>Unit #</i>	<i>Issue ID</i>
	8/22/2018 11:53 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrolling around the building checking all doors windows and equipment. All clear.		231954028
	8/22/2018 10:36 PM	CMOORE2018 - Checkpoint Scan REPORTED: All doors appear to be closed and secured at this time no new damages to be reported LOCATION:D-2 Storefront		231934203
	8/22/2018 10:25 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checked around the building , all windows doors and equipment. No issues.		231931591
	8/22/2018 8:33 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Making my rounds behind the building , checked all doors windows and equipment. No activity going on.		231902735
	8/22/2018 6:56 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Making my rounds , around the building checking all windows doors and equipment. All secure.		231879596
	8/22/2018 5:09 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Roaming around the building , checked all windows doors and equipment . No problems.		231857760

# Daily Activity Report (DAR)

ATTACHMENT A

FIP 1134 S. Wilson Way Building E1

Priority **3 2 1**

Created Date	Issue Name	Unit #	Issue ID
8/22/2018 11:53 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Walking around the building , checked all doors windows equipment and vehicles.		231953850
8/22/2018 11:53 PM	CMOORE2018 - Checkpoint Scan REPORTED: No new holes to report in the fence line, around building E-1 all doors and window also appear to be closed and secured at this time LOCATION:E-1 South side		231953696
8/22/2018 10:23 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrolled around the building , checked all windows doors equipment and vehicles . All secured.		231931003
8/22/2018 10:23 PM	CMOORE2018 - Checkpoint Scan REPORTED: No new holes to report in the fence line, around building E-1 all doors and window also appear to be closed and secured at this time LOCATION:E-1 South side		231930635
8/22/2018 8:32 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Checking around the building , all windows doors vehicles and equipment. All clear.		231902452
8/22/2018 8:32 PM	CMOORE2018 - Checkpoint Scan REPORTED: No new holes to report in the fence line, around building E-1 all doors and window also appear to be closed and secured at this time LOCATION:E-1 South side		231902254
8/22/2018 6:54 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Walking around the building , checking all doors windows vehicles and equipment. No issues.		231879199
8/22/2018 6:54 PM	CMOORE2018 - Checkpoint Scan REPORTED: No new holes to report in the fence line, around building E-1 all doors and window also appear to be closed and secured at this time LOCATION:E-1 South side		231879015
8/22/2018 5:07 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Walking around the building , checking all windows doors equipment and vehicle. No activity going on.		231857330
8/22/2018 5:07 PM	CMOORE2018 - Checkpoint Scan REPORTED: No new holes to report in the fence line, around building E-1 all doors and window also appear to be closed and secured at this time LOCATION:E-1 South side		231857084

# Daily Activity Report (DAR)

ATTACHMENT A

FIP 1122 S. Wilson Way

Priority **3 2 1**

Created Date	Issue Name	Unit #	Issue ID
8/22/2018 11:48 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Roaming around the building , checked the fence lines equipment doors and windows. All secured.		231953049
8/22/2018 10:18 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Making my rounds front and back of the building , checking all doors windows vehicles equipment and fence lines. No problems.		231929981
8/22/2018 8:29 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Walking around the building , checking all doors windows equipment and fence lines. All secured.		231901872
8/22/2018 6:50 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Roaming around the building , checking all equipment vehicles doors windows and fence lines . No problems.		231878689
8/22/2018 5:03 PM	CMOORE2018 - Patrol REPORTED: LOCATION:Default RESPONSE:Patrolling around the building , checked all windows doors equipment vehicles and fence lines. No issues.		231856578

Theater District 44 N San Joaquin Street Building SJC Admin

Priority **3 2 1**

Created Date	Issue Name	Unit #	Issue ID
8/23/2018 1:09 AM	G.VIVERO - Maintenance REPORTED: LOCATION:Default RESPONSE:When patrolling the car garage on San Joaquin St. I seen a pile of garbage I then took pictures and reported it		231975188

VET SEC> ALARMS 333 E Channel Street

Priority **3 2 1**

Created Date	Issue Name	Unit #	Issue ID
8/22/2018 7:12 PM	L.WHITE - Default REPORTED: LOCATION:Default RESPONSE:Call came in at 18:56 for address 5713 n Pershing ave stockton on site at 19:09 cleared at 19:12 by gloria and Linzo		231885077
8/22/2018 6:06 PM	L.WHITE - Break-In REPORTED: LOCATION:Default RESPONSE:Call came in at 17:47 for address 4460 s frontage rd stockton and 4560 s frontage rd stockton on site at 18:01 cleared at 18:06 by gloria and Linzo		231870835

**APOLLO PRIVATE SECURITY LIMITED  
RFP — CITY WIDE SECURITY SERVICES  
PUR 18-017**

**COMMUNICATION PLAN**

Being centrally located in Downtown Stockton, and only a few blocks from City Hall, communication between Apollo and the City will be relatively easy. In-person meetings can be arranged to discuss on-going needs or concerns.

Also, Rafael Carrillo, the Chief Executive Officer, will always be available to address any issues or concerns that may arise. Further, Rafael often leads training classes and the City will be invited to participate in a meaningful way in training sessions.

Lastly, a Project Manager will be hired and dedicated solely to this contract. Given the size and scope of the required services, this is necessary to avoid any delay in communications and to allow immediate implantation of strategies.



# **Exhibit M**

# CITY OF STOCKTON

## BUSINESS LICENSE TAX CERTIFICATE

**BUSINESS LICENSE TAX ACCOUNT NUMBER:**  
18-00124577  
**CONTROL NUMBER**  
(0107622)

**BUSINESS ADDRESS:**  
333 CHANNEL ST

STOCKTON CA 95202

**APOLLO PRIVATE SECURITY  
LIMITED**  
333 E. CHANNEL ST 1ST FLOOR  
STOCKTON CA 95202

**EXPIRATION DATE:**  
May 30, 2018

**BUSINESS LICENSE CLASSIFICATION: PRIVATE SECURITY SERVICE**

**BUSINESS DESCRIPTION: PRIVATE SECURITY COMPANY**

**THIS LICENSE MUST BE KEPT AT THE FIXED LOCATION OF THE BUSINESS IT HAS  
BEEN ISSUED FOR, AND DISPLAYED UPON DEMAND.**

**- OR -**

**IN THE CASE OF A LICENSEE NOT AT A FIXED LOCATION, THE LICENSEE SHALL KEEP  
THIS LICENSE UPON HIS PERSON AT ALL TIMES WHILE TRANSACTING AND  
CARRYING ON BUSINESS AND DISPLAY IT UPON DEMAND.**

Licenses must be renewed by the last day of the month following the expiration date, which is the date the license tax has been paid through. It is the business owner's responsibility to renew the business license or notify the city that they are no longer doing business, even if they do not receive a renewal application by mail.

Notify the City of Stockton, Business License Customer Service unit of any changes to the business either by mail City of Stockton, P.O. Box 1570, Stockton, CA 95201-1570, or in our office City Hall, Administrative Services Department, 425 North El Dorado Street, Stockton, CA 95202.

Office hours are Monday through Friday 8:00 a.m. to 5:00 p.m.  
Open through lunch, Closed every other Friday

  
Authorized Agent for City of Stockton

# **Exhibit N**



DEPARTMENT OF CONSUMER AFFAIRS



Bureau of Security and Investigative Services

ATTACHMENT A  
P.O. Box 989002

West Sacramento, CA 95798-9002

(916) 322-4000

**PRIVATE PATROL OPERATOR**

License No. PPO119804

Valid Until: 06/30/2020

Receipt No. 3357

APOLLO PRIVATE SECURITY  
333 E CHANNEL ST 1ST FLOOR  
STOCKTON, CA 95202-2416

In accordance with the provisions of  
Division 3, Chapter 11.5 of the Business  
and Professions Code, the company  
named hereon is issued a Private Patrol  
Operator License Renewal.

--- NON-TRANSFERABLE --- POST IN PUBLIC VIEW ---

WRIPPO 10/2015

000033 STOCKTON, CA 95202-2416  
333 E CHANNEL ST 1ST FLOOR  
APOLLO PRIVATE SECURITY



BUREAU OF SECURITY AND INVESTIGATIVE SERVICES  
PO BOX 989002  
WEST SACRAMENTO CA 95798-9002





BUREAU OF SECURITY AND INVESTIGATIVE SERVICES  
LICENSING DETAILS FOR: 119804  
NAME: APOLLO PRIVATE SECURITY  
LICENSE TYPE: PRIVATE PATROL OPERATOR  
PRIMARY STATUS: CURRENT  
ADDRESS OF RECORD  
333 E CHANNEL ST 1ST FLOOR  
STOCKTON CA 95202-2416  
SAN JOAQUIN COUNTY

LICENSE RELATIONSHIPS

CEO  
LICENSE/REGISTRATION ROLE: BUSINESS LICENSE  
RELATED PARTY ROLE: PRINCIPAL  
NAME: CARRILLO, RAFAEL  
LICENSE/REGISTRATION TYPE: PRINCIPAL  
ADDRESS NOT DISCLOSED

CFO  
LICENSE/REGISTRATION ROLE: BUSINESS LICENSE  
RELATED PARTY ROLE: PRINCIPAL  
NAME: DIAZALOS, BRIAN  
LICENSE/REGISTRATION TYPE: PRINCIPAL  
ADDRESS NOT DISCLOSED

PPO TO QUALIFIED MANAGER  
LICENSE/REGISTRATION ROLE: PRIVATE PATROL OPERATOR  
RELATED PARTY ROLE: QUALIFIED MANAGER  
NAME: VIVERO, CRYSTAL AMANDA  
LICENSE/REGISTRATION TYPE: QUALIFIED MANAGER  
ADDRESS NOT DISCLOSED

ATTACHMENT A  
ISSUANCE DATE  
JUNE 28, 2018  
EXPIRATION DATE  
JUNE 30, 2020  
CURRENT DATE / TIME  
AUGUST 23, 2018  
11:59:31 AM