Sealed Bids will be accepted at the office of the Executive Director of Finance until 2:00 p.m., June 23, 2022. At 2:00 p.m. of the same day, a public opening of all Bids will be held in the office of the Executive Director of Finance.

Download spreadsheet of items from the district website.
https://www.muskogeeps.org/vnews/display.v/SEC/Business%20Services%7CAccounting%20and%20Finance%3E%3ERequest%20for%20Proposals%20/%20Bids
or email Kim Hall kim.hall@roughers.net to obtain a copy via email.

All Bids must be accompanied by a completed (signed & notarized) business relationships affidavit, non-collusion affidavit and Statement of Compliance. All Bids submitted without all these affidavits (and Bid bond, if specified) will not be considered. Please submit one (1) original and one (1) legible copy of your Bid. Bids received more than ninety-six (96) hours prior to Bid opening (excluding Saturdays, Sundays, and holidays) may not be considered for award of Bid. Bids may not be modified after submittal.

Please indicate "Sealed Bid" and Bid number on outside of sealed envelope.

The Board of Education of District I-20, Muskogee County, Oklahoma is under no obligation to accept any Bid. The Board of Education reserves the right to evaluate Bids, to reject any or all Bids, and to waive any informality in any Bid. This Bid is submitted as a legal offer, and when accepted by the Board of Education, constitutes a firm contract.

David Chester
Executive Director of Finance
Muskogee Public Schools
202 West Broadway
Muskogee, OK 74401
918/684-3700 ext. 1646

Vendor Name, Address & Phone:

__________________________

__________________________

__________________________
REQUEST FOR PROPOSAL

Muskogee Public Schools
Independent School District I-020

MAIL RFP TO:
David Chester
Muskogee Public Schools
202 West Broadway
Muskogee, OK 74401
918.684.3700 ext. 1628
David.Chester@roughers.net

DELIVER RFP TO:
David Chester
Muskogee Public Schools
202 West Broadway
Muskogee, OK 74401
918.684.3700 ext. 1628
David.Chester@roughers.net

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR
ONE YEAR PRIME VENDOR AGREEMENT

<table>
<thead>
<tr>
<th>VENDOR NAME (PRINT ON ABOVE LINE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAILING ADDRESS</td>
</tr>
<tr>
<td>CITY/STATE/ZIP</td>
</tr>
<tr>
<td>TELEPHONE</td>
</tr>
<tr>
<td>FAX</td>
</tr>
<tr>
<td>E-MAIL ADDRESS</td>
</tr>
<tr>
<td>AUTHORIZED BIDDER'S REPRESENTATIVE</td>
</tr>
<tr>
<td>PRINT NAME</td>
</tr>
<tr>
<td>SIGNATURE (REQUIRED)</td>
</tr>
</tbody>
</table>

ALL BIDS ARE SUBJECT TO THE GENERAL TERMS AND CONDITIONS, SPECIAL PROVISIONS AND SPECIFICATIONS AND SPECIFIC BID INFORMATION HERETO ATTACHED. (1) REQUEST FOR PROPOSAL, (2) INSTRUCTIONS TO BIDDERS (3) GENERAL TERMS AND CONDITIONS, (4) DETAILED SPECIFICATIONS, SPECIAL CONDITIONS, AND PRICE QUOTES.
Bid Form: Prime Vendor 2022-2023
Detailed Specifications and Special Conditions

General
The Board of the Muskogee Public School District, a public school district, hereinafter referred to as “District,” proposes to contract with an organization, hereinafter referred to as “Contractor,” whereas the Contractor will furnish and deliver food products and supplies to the Muskogee Public School District, Child Nutrition Department.

Contract shall be effective from July 1, 2022 to June 30, 2023, subject to the right of the district to terminate the contract upon giving sixty (60) days written notice. It is understood and agreed that the parties shall have options to extend the contract for up to four (4) one year renewals by annual mutual written agreement.

**All items should be of the latest pack.** Domestic products are preferred when available at a competitive price. Please state if the item is not domestic.

**CANNED GOODS** – All canned items must be free from rust and dents, with the ends flat or curved inward. Cans with “swells” are to be replaced at no charge to the school district or are to be credited in full if vendor is notified within 9 months of the date of delivery.

**FROZEN GOODS** – Frozen items showing signs of having been thawed and refrozen upon delivery will not be accepted.

Prime Vendor/Supplier Agreement
As a result of this request for proposal (RFP), it is the intention of the district to enter into a Prime Vendor/Supplier Agreement with selected suppliers, whereby District agrees to purchase a minimum of 80% of food items (excluding: milk, bread, fresh produce, and special order items) from one primary vendor. These quantities, while not exact, are projections of use and must not be construed as exact quantities.

During the term of the awarded contract, additional purchases not included in this solicitation list and resulting awarded contract may become necessary. District reserves the right to make amendments as needed for additional purchases not included in original solicitation.
District expects to receive competitive pricing on all products and service categories, as well as improved customer service, and other noted terms and conditions throughout this document. It is the intention of District to lower overall product costs under the terms presented in this agreement.

**Scope**

<table>
<thead>
<tr>
<th>Total number of school sites</th>
<th>1 - Early Childhood Center</th>
<th>5 - Elementary Schools – K-5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1 - Elem/Mid School – K-8</td>
<td>1 – 6th &amp; 7th Grade Academy</td>
</tr>
<tr>
<td></td>
<td>1 - 8th &amp; 9th Grade Academy</td>
<td>1 – High School – 10-12</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 High School – 10-12</td>
</tr>
</tbody>
</table>

Anticipated breakfast meal service per day 1,518
Anticipated lunch meal service per day 3,155

Food budget dedicated to prime vendor 80% of food costs (excluding bread, dairy, fresh produce, beverage items and special order items)

**Buy American Provision**

Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S.C. 1760) to require SFAs participating in the NSLP and SBP in the contiguous United States to purchase for those programs, to the maximum extent practicable, domestic USDA Foods or products. For purposes of this provision, the term *domestic food commodity or product* means agricultural USDA Foods produced in the United States and food products processed in the United States *SUBSTANTIALLY* using agricultural USDA Foods that are processed and produced in the United States. The Conference Report accompanying Public Law 105-336 makes it clear that the term *SUBSTANTIALLY* means that over 51 percent of the processed food comes from American-produced products. (Reference SP-24-2016)

**Contractor Qualifications**

It is the purpose of this proposal to obtain the most complete data possible from each prospective Contractor to enable the District to determine which perspective Contractor is the best able to serve all of the criteria which are to be considered in the award to this contract. To this end, each prospective Contractor shall furnish, in strict accordance with the following specifications as a part of this proposal a complete general description of capabilities to furnish and deliver food products and supplies. Detailed specifications and special conditions are as follows:
1. Ordering Conditions
   A. Order Schedule
      Orders shall be prepared by a representative from the District. The District will place orders twice per week, online (if applicable) through the prime vendor’s web site.

   B. Substitutions or Changes
      District will have (1) representative to be a liaison between the Contractor and District. Contractor’s account representative shall contact District’s representative in the event a substitution is required in order to receive District’s prior approval. Substitutions that are made without District’s prior approval will be subject to return with a full credit.

   C. Add/Cut Schedule
      District shall be able to call Contractor until 3:00 pm the day prior to delivery to add or cut items from the next day’s delivery.

2. Delivery Conditions
   A. Delivery Schedule
      The Contractor will provide delivery of product on Tuesdays and Fridays between 7:00 am and 8:00 am (negotiable).
      Warehouse Contact: Kim Logsdon, 918.684.3700, ext. 5211, Kim.Logsdon@roughers.net

   B. Delivery Procedure
      All of the Contractor’s facilities and delivery vehicles must comply with local, state and federal rules and regulations regarding sanitation and are subject to inspection by District or other officials at the discretion of the District. Delivery trucks and product drops must be Hazard Analysis & Critical Control Points (HACCP) compliant. Deliveries will be made to the Muskogee Public Schools Central Warehouse, 1700 Beacon Street, Muskogee, OK 74403.

      All pallets need to be accessible to off load truck with a pallet jack or forklift. The Muskogee Public Schools Warehouse does have a receiving dock. Cases per pallet need to be included in the bid. 8 ties x 6 high is the preferred pallet configuration for canned goods. Pallets need to be stacked from heavier case weights, to lighter case weights to prevent receipt of damaged products. These pallet shipments need to be wrapped and secured. If a truck arrives and contents have not been palletized and wrapped, the shipment is subject to rejection.
Contractor's driver will deliver all like products on the same pallet. District reserves the right to request certain drivers be restricted or replaced.

All products delivered shall be maintained at their proper temperature, throughout staging, loading and transport.

C. Invoices
   An itemized invoice, in duplicate, including District's names, purchase order number, account number, product name, unit cost, extension and total charges will accompany all orders. Substitutions shall be noted on the invoices.

3. Pricing Information
   A. Cost of items
      The fixed fee cost per unit established with the initial proposal may not change during the first year of the contract.

      District makes the assumption that the final cost to District will be calculated as follows:
      Invoice Cost of Merchandise (net all promotional allowances, discounts and manufacturer rebates)
      + Freight in (if not included in the invoiced cost)
      = Actual Cost*
      + Fixed Fee cost per unit
      = Final Cost to the District

      *Actual cost of merchandise is based on Contractor's invoice in relationship to the current merchandise purchased by the District.

      Any different formulas for figuring final costs should be clearly explained by Contractor. There shall be no storage charges for any items stocked by Contractor.

      The contractor must identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to the conclusion of the contract.
Muskogee Public Schools
Independent School District I-020

Contractor must state whether the cost invoiced to the District will include the fixed fee cost per unit or actual cost.

**CART PRICING MUST BE SUBMITTED ELECTRONICALLY IN EXCEL EXACTLY AS STRUCTURED IN THE DISTRICT'S BID REQUEST.**

B. Price Adjustment
Contractor shall pass on all promotional allowances, discounts and manufacturer rebates in the form of lower prices. Contractor shall also keep District informed of any rebates that could be redeemed by the District and provide tracking information on usage so that the District may take full advantage of all available rebates and free goods offers.

C. Audit Rights
District requires open audit rights throughout the length of the agreement. District will audit only those materials directly associated with District’s pricing. Audit can include, but is not limited to the evaluation of compliance to cost formulas, and cost structures. Audit materials will be made available to the District by mail or delivered on-site.

D. Corrective Action
Pricing errors found as a result of the aforementioned audit process will be resolved by Contractor within 30 days of notification.

4. Proprietary Items
Whenever possible, District will use a product already stocked by Contractor, but reserves the right to request Contractor to stock or special order other items. “Proprietary Items” are defined by District as items District expects Contractor to purchase, and keep in stock so that it may be ordered as needed.

A. Pricing
There will be no extra charges for the buying and storing of proprietary items. Mark-up will be the same as agreed upon mark-up for similar products.

5. Services
A. Account Representative
Contractor will have an account representative assigned to the District Account. The District feels it will be helpful if the person has 3-5 years of food service experience,
So they will better understand our needs. District reserves the right to request a different representative if needed. District would expect to see this account representative as needed as well as expect a four hour minimum response time.

Monday through Friday, during normal business hours, the account representative will provide the following services:

- Process orders submitted through contractor’s web site.
- Communication with District’s representative to discuss any shortages and substitutions.
- Demonstrate to District’s management and student panels new products available and student taste tests.
- Conduct can-cuttings and samplings in the District as needed or requested.
- Handle District’s complaints and inquiries about various products.
- Resolve any problems with the order/delivery schedule.
- Coordinate with District’s representative any rebate programs.
- Do research and make recommendations for any product changes to better meet District’s needs.
- Oversee the entire operation to ensure a smooth, effective and efficient relationship between District and Contractor.
- Notify District’s representative when deliveries include products that are not domestically produced. This notification may be verbal or in a report form.
- Track all rebates.

B. Market Trends

District expects Contractor to provide District with market information relating to product condition and quality, pricing trends, and new products. If appropriate, Contractor shall make recommendations on more appropriate products to use.
C. Product Nutrient Analysis
Nutrient analysis shall be provided for all products purchased by District. Nutrient analysis should include calories, protein, total fat, carbohydrate, saturated fat, vitamin A, vitamin C, iron, calcium, cholesterol, sodium and dietary fiber per serving.

D. CN Labels/Product Formulation Statements
CN Labels shall be provided when requested by the District. If CN labels are not available, Product Formulation Statements for Prepared Fruits/Vegetables, Prepared Grains/Breads and Prepared Meats/Meat Alternatives will be provided.

6. Evaluation of Proposal

A. Market Basket Dollar Value
Market Basket will be done by using the proposal prices multiplied by the estimated quantity plus the fix fee per unit cost. Quantities listed are merely approximations of anticipated usage for the 2022-2023 school year.

B. Verification of Product Prices
Any item in the market basket which does not have a guaranteed blanket bid price from the manufacturer, use the distributors cost on May 31, 2022. For those items which the manufacturer has supplied bid pricing for the 2022-2023 school year, use the bid pricing for 2022-2023. An audit may be performed before contract is awarded to determine accuracy of submitted pricing.

C. Proposal Evaluation Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost (Market basket, returns, etc.)</td>
<td>100</td>
</tr>
<tr>
<td>History with the District and References</td>
<td></td>
</tr>
<tr>
<td>*References are requested &amp; assured by vendor</td>
<td>40</td>
</tr>
<tr>
<td>East of Doing Business</td>
<td>30</td>
</tr>
<tr>
<td>Products Supplied to Specification</td>
<td>20</td>
</tr>
<tr>
<td>Proper Completion of Bid Documentation</td>
<td>10</td>
</tr>
<tr>
<td>Total Points Possible</td>
<td>200</td>
</tr>
</tbody>
</table>
D. References
   The District would like three (3) current references and three (3) past references. These references need to be requested by the vendor so that they are emailed directly from the vendor’s reference to Kim.Hall@roughers.net by the deadline to submit bids.

   Lack of references received by the District will be a consideration in the evaluation of the proposal. The district may contact these or other customers for references.

E. Alternate Products
   All items for district review for consideration as an alternate must have the required nutritional, serving size, and other information requested submitted to kim.hall@roughers.net by bid due date.

   Provide the Brand, Pack Size and Price when submitting a proposed alternate for consideration.

   An addendum, if needed, will be sent by the district via email to all known respondents listing all approved alternates.

7. Contractor Profile
   A. Company Information
      What percent of the Contractor’s business is done with public school districts?

      Fill rate of Contractor?

      What is the fill rate on orders, for an institution of similar size allowing substitution of items?

      What is the fill rate on orders, of an institution of similar size allowing no substitutions of items?

   B. References
      Provide a total of three separate school districts as references. Preferred references would be of similar size, location and have a prime vendor agreement with the Contractor. Provide the name of the school district, address, contact person and phone number. Additional references accepted.
8. Payment
All proposals are to be submitted on the basis of payment by District check. Payment will be made based on billing within thirty (30) days of a correct and complete invoice.

9. Additional Information
Determination will be based upon information supplied from Contractor in regards to financial and operational ability to serve District. Representatives from the District reserve the right to inspect Contractor’s facilities and other operations under its management prior to and upon award of this proposal. District further reserves the right to request Contractor to make a personal presentation of proposal concepts and qualifications to the District. District reserves the right to reject any and all proposals and reopen the proposal process.

Prospective Contractor will furnish the original and (2) copies of all data requested with this proposal. Statements need to be complete and accurate. Any omissions, inaccuracy, or misstatements can be sufficient cause for complete rejection of the proposal.

The Contractor that receives the award will be provided a listing of historical purchases and anticipated future use; however, it is not intended to represent a guarantee of future purchase volume, nor all the products we intend to purchase. The District cannot guarantee the same products listed or those volumes will be purchased in the future.

10. Required Forms/Documentation
1. Anti-Collusion and Business Relationship Affidavit (must be notarized)
2. Statement of Compliance (must supply SS# or Federal ID#)
3. Debarment Certification (must be notarized)
4. Certificate Regarding Lobbying (must be notarized)
5. Non-Kickback Affidavit (must be notarized)
6. Vendor Data (RFP Cover Sheet) and References (see Page 8)
7. Statement indicating Bidder is an Equal Opportunity Employer.
8. Electronic Cart Pricing in the exact format provided by the district; additions and notes should be placed at the bottom of the file.
CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $150,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

________________________________________
Name/Address of Organization

________________________________________
Name/Title of Submitting Official

________________________________________     __________________________
Signature                                      Date
STATEMENT OF NON-DEBARMENT

Debarment:

I ______________________, representing ______________________, do
(Company Official) (Company)

hereby state that ______________________ is not debarred, suspended,
(Company)

or otherwise prohibited from providing services by any Federal, State or Local Agency.

_________________________  __________________________
Company Official Signature           Date

NOTARY PUBLIC SEAL

Witnessed this day, __________________ By ______________________

My Commission expires on ______________________
NONKICKBACK AFFIDAVIT FORM

STATE OF OKLAHOMA )
 ) SS
COUNTY OF )
The undersigned (architect, contractor, supplier, or engineer), of lawful age, being first duly sworn, on oath says that this contract (purchase order) is true and correct. Affiant further states that the (work, services, or materials) will be (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished the affiant. Affiant further states that he or she has made no payment, directly or indirectly, to any elected official, officer, or employee of the SFA or technology center SFA, of money or any other thing of value to obtain or procure the contract or purchase order.

______________________________
(Contractor, Supplier, Engineer, or Architect)

______________________________
Vendor/Company Name

Attested to before me this __________ day of ________________________, _________.

______________________________
Notary Public (or Clerk or Judge)

My Commission Expires: ________________________
BIDDING DOCUMENTS

BID AFFIDAVITS

The following affidavits are to accompany the bid:

A. Noncollusion Affidavit

STATE OF ______________________

___________________________ )ss.

COUNTY OF ______________________

________________________________, of lawful age, being duly sworn, on oath says that (s)he is
the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has
not been a party to any collusion among bidders in restraint of freedom of competition by agreement to
bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity,
quality, or price in any discussions between bidders and any state official concerning exchange of
money or other thing of value for special consideration in the letting of a contract.

X

___________________________

Signature of Representative

Subscribed and sworn to before me this __________ day of __________, __________.

___________________________
Notary Public

My Commission Expires: ________________
B. Business Relationships Affidavit

STATE OF ______________________

)ss.

COUNTY OF ______________________

__________________________, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

X

Signature of Representative

Subscribed and sworn to before me this ___________ day of ___________, _______.

__________________________     My commission expires: ______________

Notary Public
MUSKOGEE PUBLIC SCHOOLS

Important: Amended Law (S.B. 588) effective May 24, 1999

STATEMENT OF COMPLIANCE

(Regarding Prohibition of Felony & Sex Offenders on School Premises)

According to the amended law, no person or business having a contract with the school district for services to be performed on school premises shall knowingly and willfully allow any employee to work on school premises if the employee is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act*. This statement of compliance must be signed and returned before payment(s) can be made.

S.B. 588, Section 1:

It is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act to work with or provide services to children or to work on school premises or for any person or business who offers or provides services to children or contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act. Upon conviction for any violation of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars ($1,000.00). In addition the violator may be liable for civil damages.

A person or business who offers or provides services shall ensure compliance with subsection A of this section as provided by Section 6-101.48 of Title 70 of the Oklahoma Statutes.

Section 2:

1. No person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if such employee is convicted in this state, the United States or another state of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.

2. Every person or business performing services not subject to subsection A of this section on the property of a school or school district shall be required to sign a statement declaring that no employee working on school premises under the authority of such business is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act and that the business is not in violation of the provisions of this section. Compliance with this statute shall be required of the person or private business, and there shall be no obligation placed upon a school district to ascertain the truthfulness of the affidavit.

3. A person or business having a written contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees may conduct a felony search of the employees of the person or entity who would be assigned that work through a request to the State Board of Education in the same manner as a felony search is afforded school districts by Section 5-142 of Title 70 of the Oklahoma Statutes.

The undersigned is familiar with the facts stated above and agrees that this law will be observed.

PERSON/BUSINESS NAME (type or print)

AUTHORIZED REPRESENTATIVE (type or print)

AUTHORIZED REPRESENTATIVE=S SIGNATURE

SOCIAL SECURITY # OR FEDERAL ID#

DATE

Page 16
Return Statement of Compliance to: Accounts Payable Dept.
Muskogee Public Schools
202 West Broadway, Muskogee, OK 74401

FELONY

A felony is a crime which is, or may be, punishable with death, by imprisonment in the penitentiary with or without postimprisonment supervision, by a sentence to community punishment, or by a fine.

*OKLAHOMA SEX OFFENDERS REGISTRATION ACT*

The provisions of the Oklahoma Sex Offenders Registration Act apply to anyone who, after November 1, 1989, has been convicted, whether upon a verdict or pleas of guilty or upon a plea of nolo contendere, or received a suspended sentence for a crime or an attempt to commit one of crimes listed below. The provisions of the Act apply to anyone who enters Oklahoma after November 1, 1989, and who has been convicted or received a suspended sentence for a crime or attempted crime, which, if attempted in this state, would be a crime or an attempt to commit a crime provided for in any of said laws. In addition, the provisions of the Act apply to anyone who enters Oklahoma after September 1, 1993, and who has received a deferred judgment for a crime or attempted crime, which if committed or attempted in this state, would be a crime or an attempt to commit one of the crimes listed below.

1. Abuse or neglect of a child if that crime involves either sexual abuse or sexual exploitation.
   i. "Sexual Abuse" includes, but is not limited to, rape, incest, and lewd or indecent acts or proposals, by a person responsible for the child’s health or welfare.
   ii. "Sexual Exploitation" includes, but is not limited to, allowing, permitting, or encouraging a child to engage in prostitution by a person responsible for the child’s health or welfare or allowing, permitting, or encouraging, or engaging in the lewd, obscene, or pornographic photographing, filming, or depicting of a child in those acts by a person responsible for the child’s health or welfare.

2. Kidnapping – without lawful authority, forcibly seizing and confining another, or to lure, entice, or lead astray, by false representation or promises, or other deceitful means or to cause another to be sent out of state against their will.
3. Trafficking in Children.
4. Incest.
5. Forcible Sodomy.
7. Indecent exhibitions – procuring, counseling, or assisting any person to expose such person, or to make any other exhibition of such person to public view or to the view of any number of persons for the purpose of sexual stimulation of the viewer.
8. Obscene or Indecent Writings – writing, composing, stereotyping, printing, photographing, designing, copying, drawing, engraving, painting, molding, cutting or otherwise preparing, publishing, selling, distributing, keeping for sale, or exhibiting any obscene or indecent writing, paper, book, picture, photograph, motion picture, figure, for of any description or any type of obscene material.
9. Making, preparing, cutting, selling, giving, loaning, distributing, keeping for sale, or exhibiting any disc record, metal, plastic, or wax, wire or tape recording, or any type of obscene material or any other kind of sound recording of any obscene or indecent language, poetry, or songs, or speaking any words by means of a telephone to any person which are offensive to decency or are calculated to excite vicious or lewd thoughts or acts or speaking any other communicable words which are offensive to decency or are adapted to excite vicious or lewd thoughts or acts.
10. Solicitation of Minors – willfully soliciting or aiding a child to perform or show, exhibit, loan or distribute to a minor child any obscene or indecent writing, paper, book, picture, photograph, motion picture, figure, or form of any description or any type of obscene material for the purpose of inducing any minor to participate in any act described in 7, 8, or 9.
11. Procuring or causing participation of a minor, under the age of 18, in any film, motion picture, videotape, photograph, negative, slide, drawing, painting, play, performance or any type of obscene material wherein the
minor child is engaged in or portrayed, depicted, or represented as engaging in any act of sexual intercourse.
12. Any parent, guardian, or individual having custody of a minor who allows the minor to participate in any act specified in 11.
13. Facilitating, encouraging, offering or soliciting sexual conduct with a minor.
14. Showing acts of sexual intercourse or unnatural copulation.
15. Procuring child under eighteen years of age for prostitution, lewdness or other indecent act.
16. Inducing, keeping, detaining, or restraining a child, under eighteen years of age for prostitution.
17. Rape by instrumentation.
18. Rape in the first or second degree.
19. Lewd or indecent proposals or acts as to a child under sixteen.