

**The Chickasaw Nation**  
**Disadvantaged Business Enterprise**  
**Program Plan 2022**

## **PROGRAM PLAN STATEMENT (26.1, 26.23)**

The *Chickasaw Nation* has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The *Chickasaw Nation* has received federal financial assistance from DOT, and as a condition of receiving this assistance, the *Chickasaw Nation* has signed an assurance that it will comply with 49 CFR Part 26.

The terms used in this program have the meanings defined in 49 CFR Part 26.

The *Chickasaw Nation* shall ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy –

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in the DOT-assisted contracts and procurement activities;
6. Assist the development of firms that can compete successfully in the marketplace outside the DBE program; and

Holly Bell, Compliance Manager, has been delegated as the DBE Liaison Officer, who is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the *Chickasaw Nation* in its financial assistance agreements with the Department of Transportation.

The *Chickasaw Nation* will disseminate this Program Plan Statement to all the departments of the *Chickasaw Nation*. The *Chickasaw Nation* has distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts. A notice for this Program Plan Statement has been published in The Ada News.

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Bill Anoatubby, Governor  
Chickasaw Nation

Date: \_\_\_\_\_

## **GENERAL REQUIREMENTS**

### **Objectives (26.1)**

The objectives are found in the policy statement on the first page of this program.

### **Applicability (26.3)**

The *Chickasaw Nation* is the recipient of federal transit funds authorized by Titles I, III, V, and VI of ISTEA, Pub. L. 102-240 or by federal transit laws in Title 49, U.S. Code, or Titles I, III, and V of the TEA-21, Pub. L. 105-178. Titles I, III, and V of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Pub. L. 109-59; Division A and B of the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21), Pub. L. 112-141; and Title III of the Fixing Century (MAP-21), Pub. L. 121-141; and Title III of the Fixing America's Surface Transportation (FAST) Act, Pub. L. 114-94.

### **Definitions (26.5)**

The terms used in this program have the meanings defined in 49 CFR § 26.5.

### **Non-discrimination Requirements (26.7)**

The *Chickasaw Nation* shall not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. In administering its DBE program, the *Chickasaw Nation* will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### **Record-Keeping Requirements (26.11)**

#### **Reporting to DOT**

The *Chickasaw Nation* will provide data about its DBE program to the DOT as directed by DOT operating administrations.

DBE participation will be reported to the Federal Transit Administration (FTA) as follows:

The *Chickasaw Nation* will transmit to FTA the information required for the "Uniform Report of DBE Awards or Commitments and Payments," pursuant to the instructions found in Appendix B to 49 CFR Part 26. The *Chickasaw Nation* will similarly report the required information about participating DBE firms. All reporting will be done through the official Transit Award

Management System (TrAMS) reporting system, or as instructed by FTA. Examples available in **ATTACHMENT 5**.

#### Bidder's List

The *Chickasaw Nation* will create and maintain a bidder's list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on *Chickasaw Nation* contracts, for use in helping to set overall goals. The bidder's list will include the name, address, and contact information for interested firms requesting plans for the project. Example in **ATTACHMENT 3**.

#### Records retention and reporting

The *Chickasaw Nation* will maintain records documenting a firm's compliance with the requirements of 49 CFR Part 26. These records will be retained in accordance with all applicable record retention requirements of the *Chickasaw Nation*'s financial assistance agreement. Other compliance-related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

#### **Federal Financial Assistance Agreement Assurance (26.13)**

The *Chickasaw Nation* has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

The *Chickasaw Nation* shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the *Chickasaw Nation* of its failure to carry out its approved program, the department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801, *et seq.*).

### **Contract Assurance (26.13b)**

The *Chickasaw Nation* will ensure that the following clause is placed in every DOT-assisted contract and subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible.

**SUBPART B**  
**ADMINISTRATIVE REQUIREMENTS**

**DBE Program Updates (26.21)**

The *Chickasaw Nation* will continue to carry out this program until all funds from DOT financial assistance have been expended. The *Chickasaw Nation* will provide DOT updates representing significant changes in the program.

**Policy Statement (26.23)**

The Policy Statement is elaborated on the first page of this program.

**DBE Liaison Officer (DBELO) (26.25)**

The *Chickasaw Nation* has designated an individual as our DBE Liaison Officer: Holly Bell, Procurement Compliance Manager, 1009 N. Country Club Rd, Ada, OK 74820; DBELO@Chickasaw.net. In that capacity, the officer is responsible for implementing all aspects of the DBE program and ensuring that the *Chickasaw Nation* complies with all provisions of 49 CFR Part 26. See **ATTACHMENT 2** for an Organizational Chart.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Review third-party contracts and purchase requisitions for compliance with this program
3. Works with all departments to set overall annual goals
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral method and contract-specific goals) and monitors results.
6. Analyzes the *Chickasaw Nation's* progress toward goal attainment and identify ways to improve progress
7. Participates in pre-bid meetings
8. Determines contractor compliance with good faith efforts
9. Provides DBEs with information and assistance in preparing bids
10. Works in coordination with Chickasaw Business Network to help DBEs obtain bonding and insurance requirements
11. Provides outreach to DBEs and community organizations to advise them of opportunities

### **DBE Financial Institutions (26.27)**

The *Chickasaw Nation* shall investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and encourage prime contractors on DOT-assisted contracts to make use of these institutions. The *Chickasaw Nation* shall search the Oklahoma Department of Transportation's current Directory of Certified Disadvantage Business Enterprises and has identified a few institutions and will provide listings to prime contractors.

Information on the availability of such institutions can be obtained from the DBE Liaison Officer.

### **Prompt Payment (26.29)**

The *Chickasaw Nation* established a contract clause implementing the prompt payment requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the *Chickasaw Nation*. The *Chickasaw Nation* will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty days from the receipt of each payment the prime contractor receives from the Chickasaw Nation. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the Chickasaw Nation. This clause applies to both DBE and non-DBE subcontractors.

### **Directory (26.31)**

The *Chickasaw Nation* is a non-certifying member of the Oklahoma State Unified Certification Program (UCP). The directory may be found at:

<https://okdot.gob2g.com/Default.asp>

### **Overconcentration (26.33)**

The *Chickasaw Nation* has not identified an overconcentration element in any type of work that would affect this program.

### **Development Program (26.35)**

The *Chickasaw Nation* has not established a business development program.

### **Monitoring and Enforcement Responsibilities (26.37)**

The *Chickasaw Nation* will bring to the attention of DOT any false, fraudulent, or dishonest conduct in connection with the program so that DOT can take the steps (e.g., referral to the Department of Justice for a criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 49 CFR § 26.109. The *Chickasaw Nation* also will consider similar actions under our own legal authorities, including, without limitation, responsibility determinations in future contracts.

#### **Monitoring Payments to DBEs and Non-DBEs**

The *Chickasaw Nation* will request annual information from prime contractors that includes the amount and date paid to subcontractors during the fiscal year. The payment information will also be requested at the time of the close of the project. The *Chickasaw Nation* will keep a running tally of actual payments to DBE firms for work committed to them as part of the monitoring. For non-DBE subcontractors, the contract shall provide a list of subcontractors at the pre-construction meeting for the project.

The *Chickasaw Nation* requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for *Chickasaw Nation* financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the *Chickasaw Nation* or DOT. This reporting requirement also extends to any certified DBE subcontractor. The *Chickasaw Nation* will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

#### **Prompt Payment Dispute Resolution and Enforcement**

The *Chickasaw Nation* will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of prompt payment.

- When notified that a subcontractor has not been paid for work performed, the *Chickasaw Nation's* project manager will contact the prime contractor to determine the reasons
- If needed, a meeting between the prime contractor, subcontractor, and the *Chickasaw Nation's* project manager will be set up to determine any discrepancies and identify a resolution



- If the subcontractor still has a complaint about the prompt payment, the subcontractor may contact the DBELO for assistance in a resolution
- The *Chickasaw Nation* may determine that no further payments will be made to the prime contractor until the subcontractor is paid for work successfully performed
- If the prime contractor continues to not pay sub-contractors, additional legal action for breach of contract may be pursued

The *Chickasaw Nation* will actively implement the enforcement actions detailed herein.

### **Fostering Small Business Participation (26.39)**

The *Chickasaw Nation* has a small business element that is structured to help with contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated and can be found in **Attachment 6** to this DBE program. The program elements will be actively implemented to foster small business participation.

## **SUBPART C**

### **GOALS, GOOD FAITH EFFORTS AND COUNTING**

#### **Quotas (26.43)**

The *Chickasaw Nation* does not use quotas in any way in the administration of this DBE program.

#### **Overall Goals (26.45)**

The *Chickasaw Nation* will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with 49 CFR § 26.45(f), The *Chickasaw Nation* will submit its Overall Three-year DBE Goal to FTA by August 1<sup>st</sup> of the year in which the goal is due.

The DBE goals will be established in accordance with the two-step process as specified in 49 CFR § 26.45. If the *Chickasaw Nation* does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE program will remain in effect and the *Chickasaw Nation* will seek to fulfill the objectives outlined in 49 CFR Part 26.

The *Chickasaw Nation* will use a Bidder's List as a method to determine the base figure. The *Chickasaw Nation* understands the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR § 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

The *Chickasaw Nation* will examine evidence available to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment will be made. At this time, the *Chickasaw Nation* will not use this step in the methodology.

In accordance with 49 CFR § 26.45(g), the *Chickasaw Nation* will consult with the Oklahoma DOT and other stakeholders to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Nation's efforts to establish a level playing field for the participation of DBEs.

In addition to the consultation described above, the *Chickasaw Nation* will publish a notice announcing the proposed overall goal before submission to FTA on August 1st. The notice will be posted on *Chickasaw Nation's* official internet website and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by FTA, the revised goal will be posted on *Chickasaw Nation's* website. This notice will provide that the *Chickasaw Nation* and FTA will accept comments on the goals for

thirty days from the date of the notice. Notice of the comment period includes the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed.

The Overall Three-Year DBE Goal submission to FTA will include a summary of information and comments received, if any, during this public participation process and the *Chickasaw Nation's* responses to those comments.

The *Chickasaw Nation* will begin using the overall goal on October 1 of the relevant period, unless other instructions from FTA have been received.

### Project Goals

If permitted or required by the FTA Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of FTA. A project goal is an overall goal and must meet all the substantive and procedural requirements of 49 CFR § 26.45 pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a DOT-assisted contract for the project.

### Prior Operating Administration Concurrence

The *Chickasaw Nation* understands that prior FTA concurrence with the overall goal is not required. However, if FTA's review suggests that the overall goal has not been correctly calculated or that the method employed by the *Chickasaw Nation* for calculating goals is inadequate, FTA may, after consulting with the *Chickasaw Nation*, adjust the overall goal or require that the goal be adjusted by the *Chickasaw Nation*.

### **Failure to Meet Overall Goals (26.47)**

If the *Chickasaw Nation's* awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, then the following actions must be taken:

1. Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
2. Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
3. Prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of 49 CFR § 26.47. The *Chickasaw Nation* will

retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FTA upon request.

#### **Awards to Transit Vehicle Manufacturers (TVMs) (26.49)**

Awards to transit vehicle manufacturers (TVMs) will not be included in *Chickasaw Nation's* overall goal calculation.

#### **Means Used to Meet Overall Goals (26.51)**

The *Chickasaw Nation* will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

The *Chickasaw Nation* will arrange solicitations, and times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under 49 CFR § 26.39.

#### **Good Faith Efforts (26.53)**

##### Demonstration of Good Faith Efforts (Pre-award)

The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts.

The DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

The *Chickasaw Nation* will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

### Information to be submitted

The Chickasaw Nation treats bidders' compliance with good faith efforts requirements as a matter of responsiveness.

Each solicitation for which a contract goal has been established will require bidders to submit the following information with their bid:

1. The names and addresses of DBE firms that will participate in the contract
2. A description of the work that each DBE will perform
3. The dollar amount of the participation of each DBE firm participation
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
6. If the contract goal is not met, written documentation of good faith efforts

The *Chickasaw Nation's* documentation requirements are found in **ATTACHMENT 5**.

### Administrative Reconsideration

Within 2 days of being informed by the *Chickasaw Nation* that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Compliance Manager  
The Chickasaw Nation  
Tribal Procurement  
1009 N. Country Club Road  
Ada, OK 74820

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do so.

The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to DOT.

### Good Faith Efforts Procedural Requirements (Post-solicitation)

The awarded contractor will be required to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower-tier subcontractors perform in accordance with the provisions of 49 CFR Part 26.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation without the prior written consent of the *Chickasaw Nation*. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if the *Chickasaw Nation* agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. The Chickasaw Nation determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides the Chickasaw Nation written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
10. Other documented good cause that the Chickasaw Nation has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

Before transmitting to the *Chickasaw Nation* a request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a

copy to the *Chickasaw Nation*, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must allow the DBE five days to respond to the prime contractor's notice and advise the *Chickasaw Nation* and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (*e.g.*, safety), a response period shorter than five days may be provided. In addition to post-award terminations, the provisions of this paragraph apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's [bid/solicitation] response to perform the work and supply the materials for which each is listed unless the contractor obtains prior the written consent of the Chickasaw Nation as provided in 49 CFR § 26.53(f). Unless such consent is provided, the contractor is not entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The *Chickasaw Nation* will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts must be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts must be documented by the contractor. If the *Chickasaw Nation* requests documentation from the contractor under this provision, the contractor must submit the documentation within 7 days, unless the contractor requests an extension, which may be granted for no more than an additional 7 days if necessary. The *Chickasaw Nation* will provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the *Chickasaw Nation* may issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

### **Counting DBE Participation (26.55)**

DBE participation will be counted toward overall and contract goals as provided in 49 CFR § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of Subpart D of Part 26 at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in 49 CFR § 26.87(j).



## **SUBPART D**

### **CERTIFICATION STANDARDS**

#### **Certification Process (26.61 – 26.73)**

The *Chickasaw Nation* is a non-certifying member of the Oklahoma Unified Certification Program (UCP).

For information about the certification process or to apply for certification, firms should contact:

Sandra Ramos, MSBM, MSA

DBE Reviewer,

Contract Compliance Division (formerly Civil Rights)

(405) 521-6046 (office)

(405) 812-8470 (cell)

[SRamos@odot.org](mailto:SRamos@odot.org)

## **SUBPART E**

### **CERTIFICATION PROCEDURES**

#### **Unified Certification Programs (26.81)**

The *Chickasaw Nation* is a member of a Unified Certification Program (UCP) administered by Oklahoma DOT. The UCP will meet all of the necessary requirements. The link can be found in **Attachment 4**.

## **SUBPART F**

### **COMPLIANCE AND ENFORCEMENT**

#### **Information, Confidentiality, Cooperation, and Intimidation or Retaliation (26.109)**

Information that may reasonably be regarded as confidential business information, is consistent with federal, state, and tribal law and will be safeguarded from disclosure to third parties.

Notwithstanding any provision of federal or Chickasaw Nation law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information, unless required by applicable law.

All participants in DOT's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

Contractor, or any other participant in the program, will not intimidate, threaten, coerce or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by 49 CFR Part 26 or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under 49 CFR Part 26.

## **SUBPART G**

### **GENERAL**

The Chickasaw Nation expressly reserves all of its sovereign rights and immunities. Nothing herein shall be deemed to waive the sovereign rights and immunities of the Chickasaw Nation. Except as explicitly set out in 49 CFR Part 26, nothing herein shall create a cause of action against the Chickasaw Nation for money damages or to enforce this plan. This Program Plan may be updated according to the terms set forth in 49 CFR Part 26 without advanced notice to any Program Plan participants.

## **ATTACHMENTS:**

**Attachment 1: Regulations: 49 CFR Part 26 or website link**

**Attachment 2: Organizational Chart**

**Attachment 3: Bidder's List Collection Form**

**Attachment 4: DBE Directory & Link to OKDOT DBE Directory**

**Attachment 5: Demonstration of Good Faith Efforts, Good Faith Effort Plan,  
DBE Subcontractor Payments - Forms 1 & 2 & 3**

**Attachment 6: Small Business Element Program**

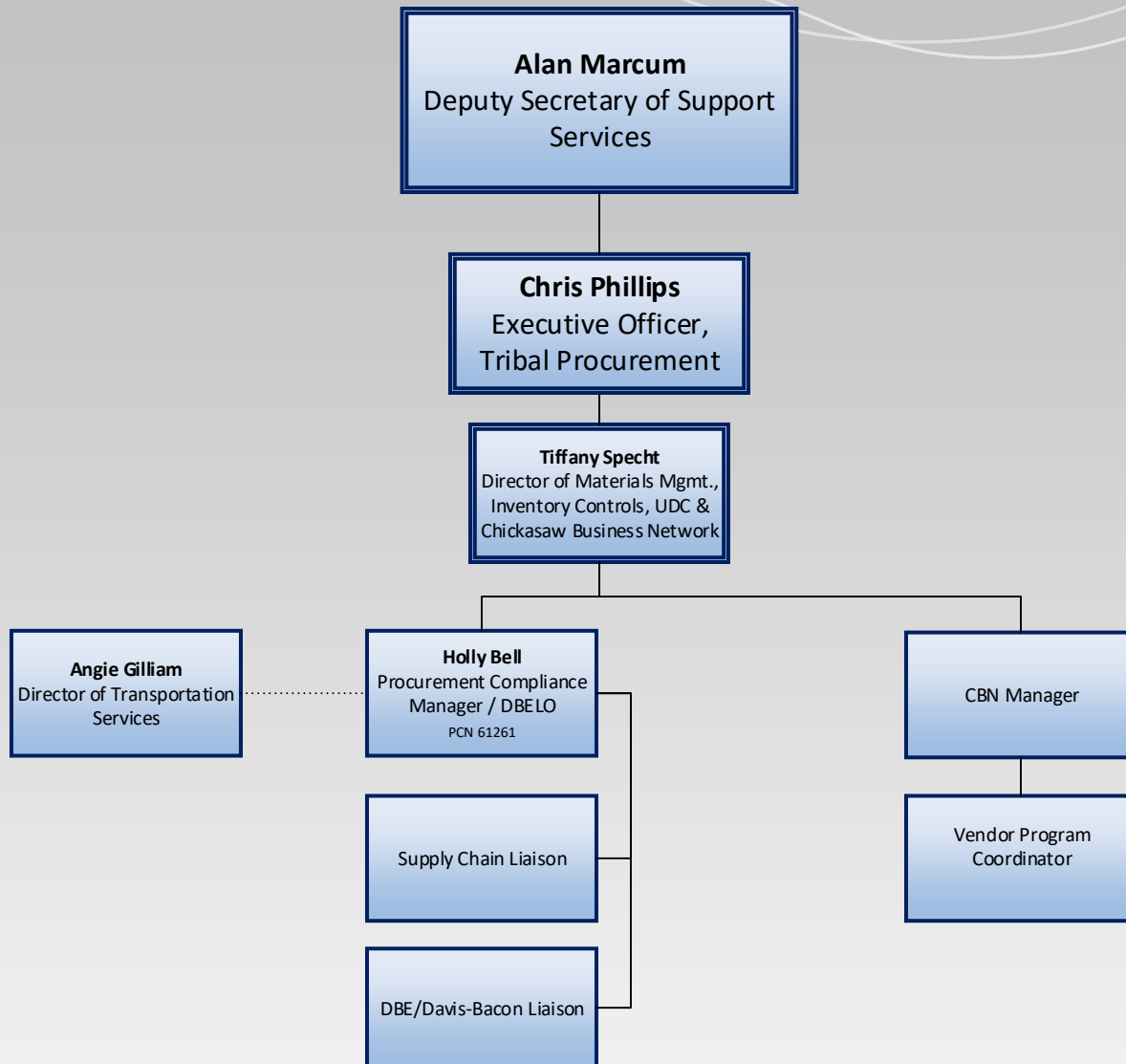
## **ATTACHMENT 1:**

Regulations: 49 CFR Part 26,

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26?toc=1>

## ATTACHMENT 2:

# TRIBAL PROCUREMENT MATERIALS MANAGEMENT, INVENTORY CONTROLS, UDC COMPLIANCE and CHICKASAW BUSINESS NETWORK



**ATTACHMENT 3:**

# The Chickasaw Nation

**BIDDER'S LIST: 26.11(c)**

Vendor Name	Address	DBE Status	Age of Firm	Annual Gross Receipts
			<ul style="list-style-type: none"><li>o Less than 1 year</li><li>o 1- 3 years</li><li>o 4-7 years</li><li>o 8-10 years</li><li>o 10 + years</li></ul>	<ul style="list-style-type: none"><li>o Less than \$500K</li><li>o \$500K - \$1 million</li><li>o \$1-2 million</li><li>o \$2-5 million</li><li>o Greater than \$5 million</li></ul>
			<ul style="list-style-type: none"><li>o Less than 1 year</li><li>o 1- 3 years</li><li>o 4-7 years</li><li>o 8-10 years</li><li>o 10 + years</li></ul>	<ul style="list-style-type: none"><li>o Less than \$500K</li><li>o \$500K - \$1 million</li><li>o \$1-2 million</li><li>o \$2-5 million</li><li>o Greater than \$5 million</li></ul>
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## ATTACHMENT 4:

DBE Directory & Link to OKDOT DBE Directory  
<https://okdot.gob2g.com/Default.asp>

OKDOT Certified DBE Directory - Bidder's List Collection Form  
As of 7/25/2022 11:29:52 AM

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## ATTACHMENT 5:

# The Chickasaw Nation

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Form 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_\_\_ %) is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

OK DOT State DBE Registration No. \_\_\_\_\_

By \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_  
(Title)

## ATTACHMENT 5:

# The Chickasaw Nation

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Form 2: LETTER OF INTENT

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

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The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$\_\_\_\_\_.

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

## ATTACHMENT 5:

# The Chickasaw Nation

### Form 3: DBE SUBCONTRACT PAYMENTS

#### Contract Information:

Department contact: \_\_\_\_\_

Location: \_\_\_\_\_

Description of work: \_\_\_\_\_

Total construction contract dollars awarded: \$ \_\_\_\_\_

Total construction contract dollars paid: \$ \_\_\_\_\_

Name of prime contractor: \_\_\_\_\_

Was a DBE goal set for this contract? Yes \_\_\_\_\_ No \_\_\_\_\_. If yes, DBE goal was: \_\_\_\_\_

#### Subcontract Information:

Names of DBE Subcontractors	Disadvantaged Group*	Classification		Commitment Amount	Actual Amount Paid	Date Paid
		Sub-Contractor	Supplier			
Total Amount Paid to DBE Contractors						

#### \*Disadvantaged Group:

- |                            |   |
|----------------------------|---|
| 1. Black American          | 5. Asian Pacific American               |
| 2. Hispanic American       | 6. Non-minority Women                   |
| 3. First American          | 7. Other (not of any group listed here) |
| 4. Subcont. Asian American |   |

#### Signatures:

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

## ATTACHMENT 6:

Small Business Element Program  
<http://www.chickasawbusinessnetwork.com/>

*Additional documents can be found below.*

# OFFICE-BASED AGENCY

## *Startup Checklist*

### Getting Started

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- ☐ **1.** Conduct a personal evaluation to determine why you want to start a business.
- ☐ **2.** Create a business plan:
  - ☐ **a.** What do we do?
  - ☐ **b.** How do we do it?
  - ☐ **c.** Who do we serve?
- ☐ **3.** Conduct a SWOT analysis to identify your strengths, weaknesses, opportunities, and threats.
- ☐ **4.** Assess how much capital you have available to invest.
- ☐ **5.** Discuss your plans with family members to ensure they are behind you.
- ☐ **6.** Determine if you want the business to be full-time or part-time.

### Committing to Your Business

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- ☐ **1.** Define the customer “problem” and how your business can provide a solution in a unique way.
- ☐ **2.** Determine viability: Is there a market for your service?
- ☐ **3.** Identify businesses that are having success today.
- ☐ **4.** Will your business be relevant as time passes? How will you adapt?
- ☐ **5.** Define your market:
  - ☐ **a.** Who is your ideal customer?
  - ☐ **b.** What’s your market size?
  - ☐ **c.** How easy is it to acquire the customer?
- ☐ **6.** Validate your idea by talking to potential customers about it.

## ATTACHMENT 6:

- ☐ **7.** Evaluate how customers solve this problem today, as well as what the competition offers.
- ☐ **8.** Create a quick financial plan, identifying costs and forecasted sales, to see if your capital gets you to a profit.

## Setting Up Your Business

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- ☐ **1.** Select your business name. Perform a corporate name search to make sure your name is still available.
- ☐ **2.** Register a domain name and secure social media profiles for the company.
- ☐ **3.** Apply for an EIN with the IRS and local or state business licenses.
- ☐ **4.** Open a business bank account and apply for a business credit card.
- ☐ **5.** Find appropriate space to become your primary business location.
- ☐ **6.** Once location is secured, get services set up in the business name, including primary phone number and other necessary utilities.
- ☐ **7.** Decide on a legal structure or business structure and incorporate: Corporation, LLC, or Sole Proprietorship.
- ☐ **8.** Get your website up and running.
- ☐ **9.** Set up an accounting and record keeping system:
  - ☐ **a.** hire an accountant,
  - ☐ **b.** select an accounting system, and
  - ☐ **c.** select a fiscal year
- ☐ **10.** Evaluate and select needed insurance policies for your business: liability, workers' compensation, or health insurance.
- ☐ **11.** Prepare and begin networking with pre-marketing materials:
  - ☐ **a.** business cards,
  - ☐ **b.** letterhead,
  - ☐ **c.** invoice,
  - ☐ **d.** brochures, or
  - ☐ **e.** public relations.
- ☐ **12.** Introduce your business to the surrounding businesses to your location.

### Ensuring Sufficient Funds are Available

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- ☐ **1.** Estimate how long it will take for your business to acquire paying customers.
- ☐ **2.** Itemize your business expenses for the first year, at least, and assess where these will come from.
- ☐ **3.** Itemize how much capital is required to launch the business and project how long it will take to become profitable.
- ☐ **4.** From this, determine how many months of savings or investment you need to breakeven.
- ☐ **5.** If outside investment is required beyond the founders' savings, complete a business plan.

### Planning for Your Business' Business Plan

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- ☐ **1.** Complete a Company Overview that includes basic information and a summary of the management team.
- ☐ **2.** Write a Business Description section describing your services and what problems they solve.
- ☐ **3.** Prepare a Market Analysis section that describes the total market and your target market, specific segment needs, competitive offerings available, and any trends that will affect the analysis.
- ☐ **4.** Describe an Operating Plan for the business, such as operating hours, location, number of employees, key vendors, or seasonal adjustments your business might need to adjust to.
- ☐ **5.** Create a Marketing and Sales Plan that includes a "Go To Market" or launch plan, pricing, how your business will generate leads, and close new business.
- ☐ **6.** Build a Financial Plan that shows a break-even analysis, projected profit and loss, and projected cash flows.
- ☐ **7.** Write an Executive Summary which gives a general overview of the above completed sections.

## ATTACHMENT 6:

### Setting Up to Operate

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- ☐ **1.** Find a feasible location for you that can provide you with the ideal space needed to conduct business.
- ☐ **2.** Set up your office with appropriate working spaces, including comfy chairs, desks, shelves, filing cabinets, and etc.
- ☐ **3.** Identify any staffing needs.
- ☐ **4.** Recruit, interview, hire, and train employees (if applicable).
- ☐ **5.** If hiring employees, get an employer ID from the IRS.
- ☐ **6.** Identify and set up any needed technology:
  - ☐ **a.** computers/laptops for business operations,
  - ☐ **b.** printer(s),
  - ☐ **c.** business software and applications,
  - ☐ **d.** POS,
  - ☐ **e.** business email accounts,
  - ☐ **f.** phones,
  - ☐ **g.** CRM
  - ☐ **h.** billing, and
  - ☐ **i.** payment systems.
- ☐ **7.** Ensure your technology systems are secure with your information and customer information.
- ☐ **8.** Install a security system, if applicable.
- ☐ **9.** Depending on the business type, identify and partner with the right suppliers/vendors.

### Marketing and Launching Your Business

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- ☐ **1.** Develop and refine a brand for your company and its products or services.
- ☐ **2.** Create and fine tune an Elevator Pitch through conversations.



## ATTACHMENT 6:

- ☐ **3.** Community outreach and networking: as a business, you may or may not have the normal foot traffic. Therefore, other marketing strategies may be needed to offset the lack of a storefront. Attend various networking events to build relationships with community connectors.
- ☐ **4.** Begin distributing or displaying your marketing materials:
  - ☐ **a.** web-based promotions,
  - ☐ **b.** social media,
  - ☐ **c.** direct mail,
  - ☐ **d.** business cards,
  - ☐ **e.** trade shows, or
  - ☐ **f.** brochures.
- ☐ **5.** Establish an email marketing account and initiate digital marketing through blogs, emails, or SEO strategies to drive traffic to your website.
- ☐ **6.** Let the local or regional press know you are opening and when.
- ☐ **7.** Utilize Guerrilla Marketing tactics to generate traffic.
- ☐ **8.** Organize an opening event. Create a relationship that might allow cross-promotions.

## Sustaining Your Business

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- ☐ **1.** Keep track of strategies that worked and flopped to fine tune your marketing tactics.
- ☐ **2.** Ask for referrals and testimonials to build credibility.
- ☐ **3.** Maintain and nurture your repeat business. Remember, it costs 80% less to maintain a current relationship than to develop a new one.
- ☐ **4.** Recognize your top client base. They will be your best pied pipers. Ask for referrals.

SMALL BUSINESS  
DEVELOPMENT CENTER

CHICKASAW  
BUSINESS DIRECTORY

PREFERRED  
VENDOR PROGRAM

BID  
BOARD

COVID-19 Small Business Resources

# SMALL BUSINESS DEVELOPMENT CENTER - ONLINE RESOURCES

The links below are additional resources that provide tax accounting, free workshops and other educational assistance.

- ☐ [America's SBDC](#)
- ☐ [Association of SBDC](#)
- ☐ [Business Loan Information](#)
- ☐ [Chickasaw Community Bank Loan Officer Contaets](#)
- ☐ [Gaebler](#)
- ☐ [Innovation to Enterprise](#)
- ☐ [IRS](#)
- ☐ [Office of Indian Energy and Economic Development](#)

☐ [Oklahoma Dept. of Commerce](#)

☐ [Oklahoma Tax Commission](#)

☐ [REI Oklahoma](#)

☐ [RES Environmental Services](#)

☐ [SCORE](#)

☐ [Small Business Administration](#)

☐ [State of Oklahoma](#)

*These links are provided as a convenience and for informational purposes only; they do not constitute an endorsement or an approval by the Chickasaw Nation.*

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COVID-19 Small Business Resources

PREFERRED VENDOR PROGRAM

The preferred vendor program increases business opportunities for qualified Chickasaw citizen-owned business enterprises and those of other qualified minorities. Chickasaw Business Network supports and encourages the participation of all Chickasaw Nation divisions in seeking out and taking necessary steps to assure economic opportunities within our sphere of influence for these businesses.

The preferred vendor program works to manage a process that supports the growth, development, expansion and increased utilization of business enterprises owned by Chickasaw citizens, First American tribal citizens and other federally recognized minorities.

To participate in the preferred vendor program, a business must be at least 51 percent owned, controlled and operated by one or more of the following:

- ☐ Chickasaw citizen
- ☐ First American (Non-Chickasaw)
- ☐ African American
- ☐ Asian American
- ☐ Hispanic American
- ☐ Woman
- ☐ Disabled Veteran

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# SMALL BUSINESS DEVELOPMENT CENTER - SERVICES

## Credit Counseling

Our team will review an individual's credit report and identify problems, determine a course of action to improve a credit score over time and discuss the different types of tradelines that may appear on a credit report and how that affects the individual.

## Debt Structure Planning

We will discuss the business's cash flow needs, describe the financial options available and help develop a plan to obtain financing using a variety of options to best fit the business.

## Pro Forma Financials

Small business development center staff will discuss an individual's anticipated income and expenses, assets and liabilities and cash inflows and outflows to assist you in building the financials for a startup business.

### **Business Plan Assistance**

We will assist you in creating an effective business plan through description of a business template used to develop a business plan and discussion of drafts of the plan.

### **Feasibility Analysis**

Our team will discuss individual business ideas, experience in the industry/field, the potential market and competition product/service, analyze the potential profitability of the proposed idea and provide a basic template to assist the individual in the creation of the feasibility analysis.

### **Bank Relations**

We will introduce individuals to a variety of lenders and financial institutions that match their business needs and prepare entrepreneurs for future loan interviews.

### **Assistance in Locating Funding**

After discussion of individual business funding needs, the small business development center will refer you to various loan programs to best fit specific business needs.

### **Referrals to Specialists in Various Fields**

If our team determines special assistance may be needed to provide individuals with further in-depth support, we will locate and help you utilize such resources.



# Minority Business Certification Programs

There is more than one program or source for being certified as a Minority-Owned Business (sometimes referred to as a “disadvantaged business”). Deciding which programs to select should relate to current customer markets, as well as future desired markets. It may be advantageous to be certified with several or all of the programs described.

## Benefits to operating as a certified business:

- Expanded contracting opportunities;
- Added advantages when competing for contracts with public and private sector entities;
- Entities who choose to do business with you are confident that their reporting of dollars spent with businesses will be verifiable and credible.

## The following are the applicable programs to Oklahoma:

### The National Minority Supplier Development Council (NMSDC)

NMSDC and its affiliates solicit major corporations and large companies to do more purchasing from minority-owned businesses and provide a “Minority Business Enterprise” (MBE) certification to assist in identifying eligible minority-owned businesses.

To qualify for certification, the minority business owner must:

- Be from one of the following racial minority/ethnic groups: African American/Black, Native American, Hispanic/Latino American, Asian-Pacific American and Asian-Indian American;
- Hold 51% or more of the ownership of the business,
- Have full control of its operations and management.

The cost of the certification varies based on the size of the business. Effective 1-1-14, the affiliated councils that formerly operated in Oklahoma and New Mexico merged into the area covered by the Southwest Minority Supplier Development Council (SMSDC), headquartered in Austin, TX. Minority business owners in Oklahoma seeking the MBE certification should go to [smsdc.org](http://smsdc.org) or call 512-659-2160.

### Oklahoma Department of Transportation (ODOT)

ODOT is the state agency in Oklahoma responsible for planning and constructing the state’s transportation arteries or systems. As a recipient of federal funding, ODOT provides a “Disadvantaged Business Enterprise” (DBE) certification for minority- and women-owned businesses in Oklahoma.

To qualify for DBE certification, the minority or female business owner must:

- Hold 51% or more of the ownership and have full operating control of the business;
- Provide a service, product or material needed for transportation projects.

ODOT and its prime contractors may utilize the DBEs for numerous projects in Oklahoma. DBEs can also be used by other transportation agencies and contracting sources (such as for airport and mass transit systems).

For information or to apply for DBE certification, visit the ODOT DBE page at [tinyurl.com/ODOT-DBEcrt](http://tinyurl.com/ODOT-DBEcrt) or contact DBE Supportive Services at 405-521-6411, or 800-788-4539.

### Federal Contracting and the U.S. Small Business Administration (SBA)

SBA provides certifications to eligible small businesses that want to do business with the departments and agencies of the federal government. The certifications may be of particular assistance to minority-owned small businesses and are described as following:

#### Small Disadvantaged Business (SDB) Certification

SDB is a self-certification program for a small business that meets the required criteria of being both socially and economically disadvantaged. The certification can aid the business in seeking both contracting and sub-contracting opportunities from large, federal prime contractors. SDB requires entering the business in the general, federal contracting database called the “System for Award Management” (SAM). Visit the page at [sam.gov](http://sam.gov).

#### 8(a) Business Development Certification

This certification program denotes a small business with disadvantaged conditions that are severe enough to qualify for sole source, negotiated contracts with federal agencies (often referred to as set-aside contracts or actions). A business eligible for 8(a) certification would also have been previously 39eligible for self-certification as a SDB.



# Minority Business Certification Programs

### Historical Underutilized Business Zones (HUBzone)

This certification denotes a business that is eligible to receive more favorable consideration for federal contracts by being located in an economically, geographically challenged area.

A business owner seeking either 8(a) or SDB certification must qualify as being socially and economically disadvantaged. Racial minorities are generally presumed to be socially disadvantaged, but to qualify for 8(a) or SDB certification, the owner's net worth (excluding the assets of the business and the main home residence) cannot exceed \$250,000 or \$750,000 (respectively).

More information is available at: [sba.gov](http://sba.gov). Oklahoma business owners can contact the contracting staff of the Oklahoma SBA District Office at (405) 609-8000 or visit [sba.gov/ok](http://sba.gov/ok).

### Oklahoma Department of Commerce (Commerce)

Commerce provides a Women-Owned Business certification that may be beneficial to minority, female business owners. To qualify, the female owner(s) must hold 51% or more of the ownership of the business and have full operating control.

More information and the application form can be found at [OKcommerce.gov/certifications](http://OKcommerce.gov/certifications). For additional information, contact the program coordinator at (405) 815-5143.

### City of Tulsa's Small Business Enterprise (SBE) Program

The purpose of Tulsa's SBE program is to provide small businesses the opportunity to be on a preferred list to provide services and products to departments of the city. Additional benefits include educational, partnering and networking opportunities to develop managerial and communications skills to assist business growth. One key requirement is that participating businesses must be located in the Tulsa Metropolitan Statistical Area (Tulsa, Osage, Rogers, Pawnee, Wagoner, Creek and Okmulgee counties).

See the full eligibility requirements and application forms at [tinyurl.com/TulsaSBE](http://tinyurl.com/TulsaSBE). To apply, request an application packet from the Mayor's Office for Human Rights via phone at 918-596-7818, in person at the City Clerk's office, City Hall, 175 E. 2nd Street, 2<sup>nd</sup> Floor, Tulsa 74103.

### Procurement and Contracting Programs by Oklahoma's Tribal Indian Nations

#### Tribal Employment Rights Ordinance (TERO) Programs

TERO certification programs support the use of Indian-owned businesses in providing products and services purchased by the tribal nations. Preference is given to businesses owned by members of specific tribal nation with the program; then to businesses owned by persons who are members of other tribal nations.

Current TERO programs in Oklahoma are the following.

- Cherokee Nation TERO:  
[cherokeetero.com](http://cherokeetero.com)  
(918) 453-5335 or (918) 453-5334
- Muskogee (Creek) Nation TERO:  
[mcn-nsn.gov/services/tero](http://mcn-nsn.gov/services/tero)  
(918) 549-2964 or (918) 549-2966.

#### Preferred Tribal Vendor or Supplier Programs

As of October 2016, two Indian tribal nations in Oklahoma have certification programs that give an order of preferences to minority owned businesses. Preference is given to businesses owned by members of the specific tribal nation with the program; then to businesses owned by persons who are members of other tribal nations; lastly to businesses owned by all other minorities.

Current preferred tribal vendor or supplier programs in Oklahoma are the following:

- Chickasaw Nation Preferred Vendor Program:  
[chickasaw.net/Services/Preferred-Vendor-Program.aspx](http://chickasaw.net/Services/Preferred-Vendor-Program.aspx),  
(580) 559-0728
- Choctaw Nation Preferred Supplier Program:  
[preferredsuppliers.choctawnation.com](http://preferredsuppliers.choctawnation.com),  
(580) 924-8280, ext. 2889 or 2899.

#### For more information, contact:

For more information contact:  
Ken Talley, MBA, Small and Minority Business Coordinator  
(405) 815-5218  
[ken.talley@okcommerce.gov](mailto:ken.talley@okcommerce.gov)



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