



P.O. Box 703 • Elk City, OK 73648  
(580) 225-4096 • Fax (580) 225-6792

Please print the following information

Name \_\_\_\_\_ SSN# \_\_\_\_\_ EIN# \_\_\_\_\_

Business Name \_\_\_\_\_ Phone #: \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Date: \_\_\_\_\_

**To be placed on the TLR Well Services Vendor List as an independent contractor during the year of 2022 you must have:**

- Negative Drug Screening through TLR Well Services, Inc. You must pay the fee of **\$85** to administer your test.
- On site PEC/Safeland Training **OR** a copy of your PEC Card if you've already received this training.
  - TLR Services, Inc. can provide this training for **\$150.00**- which will be required to be paid for in advance.
- Must take required safety trainings required by the TLR Well Services, Inc customer.
- Insurance Requirements- Insurance **MUST** be up to date. (Example attached)
  - Aggregate on General Liability \$2,000,000
  - \$1,000,000 on Auto
  - \$1,000,000 on Pollution
  - TLR Well Services, Inc. named as additional insured
  - Waiver of Subrogation in favor of TLR Well Services, Inc.
  - Additional Insured and Subrogation for Auto and General Liability only
  - Workers Compensation **OR** Affidavit of Exempt Status under the Worker's Compensation Act. You can access the **CC-Form 36-Affadavit of Exempt Status** at <https://www.ok.gov/wcc/>
- TLR Well Services, Inc. Independent Contractor Agreement
- Subcontractor Management Plan
- W9 IRS Form
- Copy of Driver's License
- Copy of EIN Document if you have an LLC
- Copy of Social Security Card if you don't have an LLC

Experience in Flowback-Please list any companies you've contracted for-including currently:

\_\_\_\_\_

The information stated above is true and accurate and I understand these requirements.

\_\_\_\_\_

Signature



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P.O. Box 703 Elk City, OK 73648  
Phone: (580) 225-4096  
Fax: (580)225-6792

To all Contract Hands:

Independent Contractors are paid on the 2<sup>nd</sup> and the 16<sup>th</sup> of each month. This will give me time to double check the Daily Cost Reports and to make sure everything is accurate. This also creates a week behind schedule.

Please send your time on Sunday or Monday morning. This is mandatory. Please send to the email address listed below. ([chood@tlrws.net](mailto:chood@tlrws.net) and [sandiodom@tlrws.net](mailto:sandiodom@tlrws.net))

All Flow Reports must be emailed to [reports@tlrws.net](mailto:reports@tlrws.net). Please make sure you are sending all of them. If you have problems with any of the emails, please report is ASAP. These reports are important.

I also need to know how you want your payments sent- direct deposit or mail- or pick up at the office. Who can pick up your check?

If you have any questions, please feel free to call Cindi Hood at 580-225-4096 or email at [chood@tlrws.net](mailto:chood@tlrws.net)

**Address for payment to be sent:** \_\_\_\_\_

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

**For Direct Deposit:**

Bank Name: \_\_\_\_\_

Bank Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

**OR a copy of Deposit Slip or Voided Check**

Person authorized to pick up payment: \_\_\_\_\_

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
					-				

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



P.O. Box 703 • Elk City, OK 73648  
(580) 225-4096 • Fax (580) 225-6792

**To be placed on the TLR Well Services Vendor List as an Independent Contractor during the year of 2022 you must have:**

- Negative Drug Screening through TLR Well Services, Inc. You must pay the fee of **\$85** to administer your test.
- On site PEC/ Safeland Training **OR** a copy of your PEC Card if you've already received this training.
  - TLR Services, Inc. can provide this training for **\$150.00** which will be required to be paid for in advance.
- Must take required safety trainings required by the TLR Well Services, Inc customer.
- Insurance Requirements- Insurance **MUST** be up to date.
  - Aggregate on General Liability \$2,000,000
  - \$1,000,000 on Auto
  - \$1,000,000 on Pollution
  - TLR Well Services, Inc. named as additional insured
  - Waiver of Subrogation in favor of TLR Well Services, Inc.
  - Additional Insured and Subrogation for Auto and General Liability only
  - Workers Compensation **OR** Affidavit of Exempt Status under the Worker's Compensation Act.  
You can access the **CC-Form 36-Affadavit of Exempt Status** at <https://www.ok.gov/wcc/>
- TLR Well Services, Inc. Independent Contractor Agreement
- Subcontractor Management Plan
- W9 IRS Form
- Copy of Driver's License
- Copy of EIN Document if you have an LLC
- Copy of Social Security Card if you don't have an LLC

Initial\_\_\_\_\_

# INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by TLR Well Services, Inc. and \_\_\_\_\_ (Contractor).

With reference to the following circumstances:

- TLR Well Services, Inc. contracts with Contractor to provide services on an as-needed basis.
- Contractor is willing and able to provide services to TLR Well Services, Inc. Contractor is engaged in the business of oil field services to many companies not exclusively TLR Well Services, Inc.
- The parties desire to enter into an agreement whereby TLR Well Services, Inc. will retain Contractor on an Independent Contractor basis to provide certain services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Engagement of Contractor
  - TLR Well Services, Inc. hereby engages Contractor as an Independent Contractor to perform services as agreed to by the parties on a job-by-job basis, and Contractor hereby accepts such engagement as an Independent Contractor upon the terms and conditions set forth.
2. Services
  - During the term of this Agreement, Contractor agrees to provide services when Contractor is available as requested by TLR Well Services, Inc. The exact timing of the provision of such services and the number of hours of service provided by the Contractor shall be determined between TLR Well Services, Inc., and the Contractor on a job-by-job basis. At all times the Contractor provides services under this Agreement, he or she must meet all the requirements imposed under this Agreement. TLR Well Services, Inc. understands the Contractor provides services to other customers and may not always be available to provide services as requested by TLR Well Services, Inc.
3. Standard of Review
  - compliance with all applicable federal and state laws and regulations and in a manner consistent with generally accepted professional standards of care, health, and safety, and in compliance with OSHA.
4. Record and Reports
  - Contractor shall promptly prepare and furnish TLR Well Services, Inc.



documentation of the services provided by him or her pursuant to the Agreement. The ownership and right of control of all reports, record, and supporting documents prepared by Contractor pursuant to this Agreement shall vest exclusively in TLR Well Services, Inc.; provided, however, that Contractor shall have such right of access to such reports, record, and supporting documentation as shall be provided by state and federal laws and regulations and TLR Well Services, Inc. policies.

5. Compliance with TLR Well Services, Inc. Policies

- Contractor agrees to observe, comply with, and be bound by all regulations, policies, and procedures of general application to individuals under contract with TLR Well Services, Inc., and its customers, as may be adopted and/ or amended from time to time during the term of this Agreement, which regulations, policies, and procedures may address administrative matters, confidentiality, legal compliance matters and other matters pertinent to the obligations of TLR Well Services, Inc. Contractor compliance included all safety and drug testing policies required by TLR Well Services, Inc. and its customers.

6. Assistance with Investigations and Audits

- Contractor agrees to assist TLR Well Services, Inc. and/ or participate in any investigation and/ or audit conducted by any government enforcement agency, outside legal counsel or TLR Well Services, Inc.'s personnel (i) being available for interviews; (ii) voluntarily producing any requested documents; (iii) permitting inspections of records and documents maintained by contractor in connection with the services provided pursuant to this Agreement and/ or (iv) complying with other reasonable requests of TLR Well Services, Inc. in connection with an investigation and/ or audit.

7. Exclusions and Sanctions

- Contractor represents that he or she is authorized to perform his or her trade in all States which TLR Well Services, Inc. operates and has not been prohibited or barred, from practicing said trade within any State.

8. Confidentiality

- Contractor shall comply with all confidentiality policies and procedures of TLR Well Services, Inc. and shall not disclose information to others relating to this Agreement specifically or to TLR Well Services, Inc. operations in general, except as authorized by TLR Well Services, Inc. in writing or as required by law under TLR Well Services, Inc. policies.

9. Non-Exclusive Agreement

- Contractor acknowledges that TLR Well Services, Inc. may use other Independent Contractors in the performance of the services set forth in this Agreement and TLR Well Services, Inc. acknowledges that Contractor performs services for other persons or entities.

10. Non-Solicitation

- Contractor covenants and agrees that he or she will not directly or indirectly solicit or induce any employee, consultant, independent contractor, or client of the TLR Well Services, Inc. to terminate alter or

modify their relationship with TLR Well Services, Inc.

11. Compensation

- For each assignment, the parties will agree on a compensation method. The Contractor will submit an invoice for payment. Contractor hereby assigns to TLR Well Services, Inc. the right to bill other entities for services provided by Contractor pursuant to this Agreement (to the extent such services are billable services). TLR Well Services, Inc. shall have the right to retain all revenues from any such billings. Nothing in this agreement shall be construed to create a guarantee of work or assignment by TLR Well Services, Inc.

12. Independent Contractor Status

- It is expressly acknowledged by the parties that the Contractor is an Independent Contractor and nothing in this Agreement is nor should be construed to create an employer/ employee relationship between the Contractor and TLR Well Services, Inc. The Contractor shall exercise control over the manner and method by which services are provided hereunder; provided, however, that such services shall be provided in a manner consistent with all applicable laws, regulations, and standards of practice.  
Contractor will provide his or her own tools and equipment. Contractor shall indemnify and hold TLR Well Services, Inc. harmless from any, and all loss or liability arising with respect to such items.

13. Indemnification

- Contractor agrees to defend, indemnify, and hold TLR Well Services, Inc., and its affiliates harmless from and against any occurrence, liability, judgment, claim, award, cost of defense (including attorneys' fees) expense or other responsibility or cost of any nature whatsoever arising (or previously having arisen) derivatively out of any intentional act, negligence, or professional malpractice, or other act or omission of the Contractor. Contractor agrees to carry General Liability and Auto insurance in an amount agreed to by the parties. Contractor will carry Oklahoma Workers' Compensation insurance for Contractor and Contractor's employees. Contractor will keep all said insurance policies current and will provide proof of insurance to TLR Well Services, Inc.

14. Termination

- Either party may terminate this Agreement with or without cause upon written notice to the other party. In the event of submission by the Contractor of false or fraudulent claims for fee, this Agreement shall terminate automatically as of the date of the submission.

15. Miscellaneous

- Assignment  
This Agreement may not be assigned, delegated, or transferred by either party without the express written consent of the other and such transfer or assignment shall be void, except that TLR Well Services, Inc. may assign this Agreement to any entity that it controls, is controlled by, or is under common control with, now or in the future, including any entity which

succeeds to its business through a sale, merger, or other corporate transaction.

○ Entire Agreement

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. Except as otherwise provided in this Agreement, no amendment to this Agreement shall be valid unless it is in writing and signed by the parties.

○ Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without giving effect to its conflict of law provisions. Further, Contractor agrees that they are, at all times, acting in compliance with all State and Federal laws including paying employees of Contractor pursuant to the Fair Labor Standards Act which relates to such things as overtime and minimum wage.

○ Headings

All article, section or paragraph titles or captions in this Agreement are for convenience only and are not deemed part of the content of this Agreement.

○ Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

COMPANY

TLR Well Services, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address for Notice:

TLR Well Services, Inc.  
PO Box 703  
Elk City, OK 73648-0703

CONTRACTOR \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address for Notice \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## CONTRACTOR SAFETY VERIFICATION

**BASIS:** It is the responsibility of TLR Well Services, Inc. to ensure the safety of all workers conducting business on the job site. When TLR Well Services, Inc. arranges to have employees of another employer (Contractors) perform work that involves activities that may put TLR Well Services, Inc. personnel at risk, the Contractor will be inform that the workplace contains specific hazards and that the work to be done is permitted only if all workers have the proper training, equipment, and work conditions to accomplish the task(s) in a safe manner.

**GENERAL:** TLR Well Services, Inc. will ensure that safe work practices are used by Contractor personnel to provide for the control of hazards during operations such as lockout/tagout, confined space entry, welding, opening process equipment or piping, and general safety within our facility or on jobsites. We will ensure that, when selecting a Contractor, we obtain and evaluate information regarding the contract employer's safety performance and programs to ensure that occupational safety and health policies have been established and are being followed.

**Written Program.** TLR Well Services, Inc will review and evaluate this standard practice instruction:

- On an annual basis
- When changes occur to 29 CFR, that prompt revision of this document
- When facility operational changes occur that require a revision of this document
- When there is an accident or close call that relates to this area of safety
- When changes occur to related document that prompts a revision of this document
- Anytime the procedures fail

Effective implementation of this program requires support from all levels of management. This written program will be communicated to all personnel that are affected by it.

**Statement of Policy.** This policy is designed to establish a screening process so that we may hire and use Contractors who accomplish the desired job tasks without compromising the safety and health of TLR Well Services, Inc employees. The Contractor must assure that contract employees are trained on performing the job safely, of the hazards related to the job, and other applicable provisions of the OSHA Standards. This instruction describes a systematic approach that must be used to evaluate Contractor personnel used in the conduct of business at this facility. This instruction provides recommendations and guidelines for selecting Contractors.

Initiation of work. All contract employers will be informed, prior to the initiation of the Contractors' work at the site, of the applicable provisions of the facility emergency action plan and all other required information as required by the relevant OSHA Standard.

**Contractor Prequalification Policy.** As a means to assure that contract employees follow the safety rules of TLR Well Services, Inc. including safe work practices required by relevant regulations and policies the following criteria and information relating to the Contractor will be reviewed and complied with before any contract for work on site is approved:

- Information relating to contract employers' safety performance and programs.
- Methods of informing the contractor (and our personnel) of known potential hazards related to the Contractor's work and applicable provisions of the facility and jobsite emergency action plan.
- Safe work practices to control the entrance, presence and exit of contract employers and contract employees in covered process areas, or other areas where known hazards exist.
- Evaluation of Contractor employer performance in complying with specific safety standards.
- Contract employee injury and illness logs related to safety standards; and
- A list of unique hazards presented by Contractors' work or potential hazards generated by the contractor in the workplace that are reported to this employer.

**Routine Contractor Compliance Inspections.** Routine Contractor compliance inspections will be conducted periodically when contractors are on site. The inspection will be conducted to discover conditions and work practices that do not conform to best management practices regarding Contractor safety compliance.

**Contractor Safety Meetings.** A well-ordered flow of information is essential to a good Contractor Safety Verification Program. TLR Well Service, Inc, through Contractor meetings at all levels, intends to ensure that all contractors awarded work will always maintain a high degree of safety compliance.

**Contractor meeting agendas.** The Safety Director will develop agendas serving various topics of importance to the Contractor Safety Verification Program. The agendas will be flexible. They will be intended to be ensure highest degree of compliance to existing regulations.

**Contractor meeting schedules.** Contractor safety meetings will be conducted on pre-job and periodical basis, and when operational changes to equipment, facilities, or the job occur that impact the Contractor Safety Verification Program.

**Contractor Training Compliance.** All Contractors will ensure that their employees are properly trained about the known fire, explosion and or toxic hazards, uncontrolled energy, confined spaces, and any other hazard related to their jobs.

Contractors used by this employer are required to provide training to their employees in the work practices necessary for their specific job. Additionally, this employer in coordination with the Contractor will conduct process hazard analyses to identify, evaluate and control processes involving highly hazardous chemicals. Whenever there are outside Contractors present, coordination with this employer is mandated. For example, this employer will inform the contractor (and vice versa) when equipment cannot be touched, re-energized, or restarted. Based on interviews with the Contractors employer, TLR Well Services, Inc. will ensure, through periodic evaluations, that the training provided to Contractor employees by the Contractor employer are equivalent to the training required for TLR Well Services, Inc direct hire employees. The burden of training Contractor employees remains with the Contractor employer. Contractors used by this employer must:

- Assure their employees are trained in safe work practices needed to perform the job.
- Assure their employees are instructed in the known potential fire, explosion, or toxic release hazards related to the job and the applicable provisions of the facility emergency action plan.
- Document the required training and the means to verify their employees have understood the training.
- Assure their employees follow the facility safety rules and work practices.
- Advise this employer of unique hazards presented by the Contractor's work.

**Contractor Safety Questionnaire.** The following questionnaire will be used to provide an initial assessment of the scope of a Contractors Safety Program.

**Contractor Safety Information**

PURPOSE: The purpose of this questionnaire is to provide TLR Well Services, Inc. with necessary information about your company's safety program. All items must be completed.

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

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

Safety Director: \_\_\_\_\_ Phone #: \_\_\_\_\_ FAX #: \_\_\_\_\_  
 (Person responsible for safety)

**Accident/Injury Experience**

Using last year's OSHA 300 Log or Worker's Compensation Documentation, fill in the following:

- A. Number of recordable injuries/illnesses \_\_\_\_\_
- B. Number of restricted workdays \_\_\_\_\_
- C. Number of lost workdays \_\_\_\_\_
- D. Number of fatalities \_\_\_\_\_
- E. Employee hours worked last year \_\_\_\_\_
- F. Number of injuries/illnesses requiring hospitalization \_\_\_\_\_

**Safety Program**

- A. Does your company have a written safety program? Yes \_\_\_ No\_\_\_
- B. Is the program revised/updated annually? Yes\_\_\_ No\_\_\_
- C. Does your written program contain a statement that your company abides by all federal (OSHA), state and local rules and regulations relating to safe work practices? Yes\_\_\_ No\_\_\_
- D. Do you have a new hire orientation program pertaining to safety training? Yes\_\_\_ No\_\_\_

Does it include any training on the following? (If your company has a handbook, please submit a copy).

- |                        |   |
|------------------------|---|
| Head Protection        | Emergency Procedures                        |
| Eye Protection         | Hazardous Substances                        |
| Hearing Protection     | Trench & Evacuation                         |
| Respiratory Protection | Barricades                                  |
| Scaffolding            | Rigging & Crane Safety                      |
| Housekeeping           | Hand & Power                                |
| Fire Protection        | Tool Safety                                 |
| Hand Protection        | Others                                      |
| Confined Space Entry   | Safety Belts & Lifelines or Fall Protection |
| Electrical Safety      |   |

Do you conduct regular safety meetings? Yes \_\_\_\_\_ No \_\_\_\_\_  
 How often? Are records kept? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you generate accident investigation reports? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you perform project safety inspections? Yes \_\_\_\_\_ No \_\_\_\_\_

Who conducts them? Name \_\_\_\_\_ Job Title \_\_\_\_\_

How often? \_\_\_\_\_

Key Personnel List the key on-site people you would use for this job.

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

Title: \_\_\_\_\_

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

Title: \_\_\_\_\_

For Company Use Only: \_\_\_\_\_

Recommendations: \_\_\_\_\_

Comments: \_\_\_\_\_

Approved \*Yes \_\_\_ No \_\_\_ **AUTHORIZATION**

I certify that I have conducted a review of the information contained in this questionnaire and approve the contractor for the above-described work.

\* Further detailed on attachment: Yes \_\_\_ No\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_



# Subcontractor Management Plan

## Purpose

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The purpose of this program is to ensure that TLR Well Services, Inc. continues to improve subcontractor health, safety, and environmental performance and to establish a standard for pre-qualification, evaluation/selection, and development of our subcontractors.

## Scope

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This program applies all TLR Well Services, Inc. locations that use subcontractors.

## General Requirements

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All TLR Well Services, Inc. subcontractors are to be managed in accordance with this program.

The use of subcontractors must be pre-approved by TLR Well Services, Inc. Approval requirements include:

- A formal safety review of the subcontractor being performed by TLR WELL SERVICES, INC safety department.
- The scope of the review was commensurate with the hazards and risk exposure.
- Subcontractor has been/will be oriented to the safety policies, expectations, and requirements of TLR Well Services, Inc.
- The subcontractor agrees to abide by our Drug and Alcohol policy and onsite safety rules throughout the duration of the work.

Any subcontractor that has a "Non-Approved" safety status will not be used on any TLR Well Services, Inc. site.

## Procedure

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### Pre-Qualification of Subcontractors

Subcontractors will be pre-qualified by reviewing their safety programs, safety training documents and safety statistics TLR Well Services, Inc. will use a combination of safety metrics to prequalify subcontractors as shown below.

### How Acceptable Safety Metrics, Such as TRIR, EMR, DART and Fatality Rate will be Used as a Criteria for Selecting Subcontractors

Acceptable safety metrics will be used as criteria for prequalifying and selecting subcontractors in the following manner. Key performance indicators such as the TRIR, EMR, DART and Fatality rates shall be reviewed (see form). The safety metrics and scoring will consider:

- TLR Well Services, Inc. Subcontractor Safety Pre-Qualification Form responses and subcontractor safety program documents review 60% (Rated from 0-60 total points)
- Subcontractor safety training documents review 20% (Rated from 0-20 total points)
- Subcontractor safety statistics review 20% (Rated from 0-20 total points)

## **Evaluation Rating and Acceptance**

The subcontractor rating system will have five designations:

- Equal to or Greater than 90 points = A - no restrictions.
- Between 85 and 89 points = B - Mitigation plan must be documented and approved by TLR Well Services, Inc. Safety.
- Between 81 and 84 points = C - Mitigation plan must be documented and approved by TLR Well Services, Inc. Safety; management approval in writing.
- Between 71 and 80 points = D - Mandatory commitment meeting with senior subcontractor management present; mitigation plan documented and approved by TLR Well Services, Inc. Safety; management approval in writing; trained subcontractor safety personnel on site during work regardless of number of workers.
- Less than 70 points = F - not to be used.

Once each subcontractor has been evaluated and scored, TLR Well Services, Inc. safety will provide management the scores/ranking.

TLR Well Services, Inc. reserves the right to change a subcontractor's status to "Non-Approved" if the subcontractor shows insufficient progress towards accepted mitigation plan or other agreed upon criteria.

## **Subcontractor Involvement**

Contractors are required to follow or implement the work practices and systems described below while performing work at TLR Well Services, Inc. worksites:

- Attend a safety orientation, included in any pre-job meeting or kick-off meeting provided by TLR Well Services, Inc. prior to any work beginning
- Monitor employees for substance abuse and report nonconformities to TLR Well Services, Inc.
- Ensure personnel have the required training and competency for their work
- Included in TLR Well Services, Inc. tailgate safety meetings, job safety analysis or hazard assessments and on the job safety inspections.
- Perform a pre-job safety inspection that includes equipment
- Participate in the BBS hazard reporting system
- Report all injuries, spills, property damage incidents and near misses
- Comply with onsite and Owner Client safety rules
- Implement TLR Well Services, Inc. safety practices and processes as applicable
- Clean up and restore the work site after the job is over
- Ensure compliance with regulations at all times
- Post job-safety performance reviews - shall be conducted for subcontractors based on their adherence to the above requirements, safety key performance indicators and other agreed upon requirements.

# SUBCONTRACTOR SAFETY PRE-QUALIFICATION FORM

<b>GENERAL INFORMATION</b>			
1. Subcontractor Company Name			
Subcontractor Name	Phone #		
Street Address	Fax #		
City	Website Address		
State	Zip		
2. Officers			
President			
Vice President			
Treasurer			
3. How many years has your organization been in business under your present firm's name?			
4. Parent Firm Name			
City	State	Zip	
Subsidiaries			
5. Under current management since (mm/dd/yyyy)			
6. Contact for Insurance Information			
Title:	Phone:	Fax:	Email
7. Insurance Carrier(s)			
Name	Type of Coverage	Telephone	
8. Worker's Compensation Account Status (Please enclose a copy of your workers compensation insurance certificate.)			
Account Number		Industry Code	
9. Contact for requesting bids			
Title:	Telephone	Fax	Email
10. Contractor Evaluation form completed by			
Title:	Telephone	Fax	Email

# SUBCONTRACTOR MANAGEMENT PLAN

<b>HEALTH, SAFETY, AND ENVIRONMENTAL PERFORMANCE</b>			
Provide the following data for your firm using your record keeping forms from the past three (3) years. <b>If the data is not available, please reply with Not Available (N/A).</b>			
<b>Safety Performance Definitions and Guidance</b>			
1. Hours Worked- Employees hours worked last three years. Please report actual scheduled total hours worked and total overtime hours worked. If actual hours worked are not available for certain individual's hours worked may be estimated. A default of 2000 hours per individual per year can be used as an estimate.			
2. Recordable Incidents- Recordable cases are those that involve any work- related injury or illness, including death but excluding first-aid injuries. <ul style="list-style-type: none"> <li>• Medical Treatment Case               <ul style="list-style-type: none"> <li>○ Treatment above first-aid level- See OSHA recordkeeping guidelines.</li> </ul> </li> <li>• Days Away from Work Case               <ul style="list-style-type: none"> <li>○ Could not perform any work.</li> <li>○ The day of the incident is not counted as a Days Away day nor day of return. Stop count when total days reach 180 or if employee leaves the firm.</li> </ul> </li> <li>• Restricted Work Case               <ul style="list-style-type: none"> <li>○ Could not perform routine functions associated with their permanent job.</li> <li>○ The day of the incident not day of return to regular positions is not counted as a Restricted Duty Day. Stop count when total restricted duty days reach 180 or if employee leaves the firm.</li> </ul> </li> <li>• Transferred Work Activity Case               <ul style="list-style-type: none"> <li>○ Assigned to another job on a temporary or permanent basis.</li> <li>○ The day of the incident is not counted as a Restricted Duty Day. Stop count when transferred days reach 180 or employee leaves the firm.</li> </ul> </li> <li>• Fatality Case               <ul style="list-style-type: none"> <li>○ Employee dies from a work-related injury or illness.</li> </ul> </li> </ul>			
3. Motor Vehicle Incident- Includes any event involving a motor vehicle that is owned, leased, or rented by the firm that results in death, injury, or property damage, unless the vehicle is properly parked.			
<b>Health and Safety Incidents</b>			
1. Workers Compensation Experience Modification Rate (EMR)			
2. Total Hours Worked			
Total Medical Treatment Cases			
Total Days Away Injury/Illness Cases			
Total Restricted Work Injury/Illness Cases			
Total Transferred Work Injury/Illness Cases			
Total Fatality Cases			
3. Total Recordable Cases			
4. Total Recordable Incident Rate (TRIR)			
Total # Recordable Incident X 200,000			
Total # Hours Worked			

## SUBCONTRACTOR MANAGEMENT PLAN

5. Motor Vehicle and Safety Incidents (MVI)			
Total Motor Vehicle Incidents			
Total Miles/Kilometers Driven			
6. Motor Vehicle Incident Frequency Rate (MVIFR)			
Total # of Firm's Motor Vehicle Incident X 1,000,000			
Total Miles/Kilometers Driven			
<b>Environmental Incidents</b>			
Total # Spills to Water 1. Petroleum Spills # Spills Sheen (est volume as 0.1 bbls to <1 bbl) # Spills 1 bbl to < 100 bbl # Spills 100 bbls or more  2. Chemical Spills # Spills 1 bbl/160kg to < 50 bbls/8,000kg # Spills 50 bbls/ 8,000kg or more			
<b>Enforcement Actions</b>			
1. Citations # of Health & Safety Citations # of Environmental Citations *Please provide details  2. Fines Total # Fines Total \$\$ Paid *Please provide details			