MEMORANDUM FOR THE RECORD

From: Director Occupational Health, Safety and Environmental, Naval Postgraduate School

Subj: SAFETY AND HEALTH RESPONSIBILITIES FOR CONTRACTOR SERVICES AT THE NAVAL POSTGRADUATE SCHOOL

Ref: (a) DOD 6055.1, DoD Safety and Occupational Health (SOH) Program
     (b) 41 CFR 50-204, part 1910 – Subpart C through Subpart S
     (c) 32 CFR 158.3, Definitions
     (d) FAR 9.104-1, General Standards
     (e) DFARS 237.102-71, Limitation on service contracts for military flight simulators
     (f) OPNAVINST 5100.23G, Naval Occupational Safety and Health Manual

1. **Background**: In accordance with Ref (a), DoD safety and occupational health (SOH) responsibilities in contractor plants and contractor operations on DoD property are generally limited to helping ensure the safety of government-owned equipment, protection of the production base, protection of government property and on-site DoD personnel from accidental losses, and the protection of the public. Contractors are responsible directly to Federal or State Occupational Safety and Health Administration (OSHA) for the occupational safety and health of their employees and protection of the public at contractor plants and work sites.

2. References (a) through (f) are some of the governing regulations for this topic. The relevant excerpts of these references have been included within this memo for ease of accessibility.

3. **Defense contractor** (As defined in 32 C.F.R. § 158.3):
   Any individual, firm, corporation, partnership, association, or other legal non-Federal entity that enters into a contract directly with the DoD to furnish services, supplies, or construction. Foreign governments, representatives of foreign governments, or foreign corporations wholly owned by foreign governments that have entered into contracts with the DoD are not defense contractors.

4. **Service Contract** (As defined by DFARS 237.102-71 section (a)(2)):
   “Service contract” means any contract entered into by DoD, the principal purpose of which is to furnish services in the United States through the use of service employees as defined in 41 U.S.C. 6701.

5. FAR 9.104-1 subpart (e):
   To be determined responsible, a prospective contractor must have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective contractor and subcontractors).
6. OPNAVINST 5100.23G para 0105 c.: 
Where the safety and health of the contractor's employees are affected, the contractor is responsible directly to the DOL's OSHA or appropriate state office where OSHA has approved a state plan.

7. The following are Occupational Safety, Health, and Environmental Clauses to be used in Service Contracts:

   a. Safety and Environmental:

   Contractors shall comply with all applicable Federal, State, and local occupational, safety, and health (OSH) and environmental regulations and requirements.

   Contractor is fully responsible for the safety and health of their employees, and furnishing of any equipment, training, medical surveillance, or other safety requirements, including personal protective equipment.

   Contractors shall complete any site specific safety and environmental training prior to starting the relevant contract tasks.

   The Contractor shall provide and maintain work environments and procedures, which will safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; avoid interruptions of Government operations and delays in project completion dates; and control costs in the performance of this contract.

   b. Hazardous Materials:

   Contractors bringing hazardous materials onsite shall comply with FAR Sections 23.3 and 52.223-3: Hazardous Material Identification and Material Safety Data, and ensure no Contactor hazardous materials remain onsite after work is completed.

   c. Accident Reporting:

   For recordable injuries and illnesses, and property damage accidents resulting in at least $2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root causes of the accident and provide a completed Navy Contractor Significant Incident Report (CSIR) form within 5 calendar days of the accident. The Contracting Officer will provide any required or special forms.