

Study on the Degree of Greening of School Canteen Contracts in Spain

(2018-2022)

Green Public Procurement

R e s e a r c h G r o u p

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1. Introduction

This study is part of the national research project entitled “Green Public Procurement: A Strategic Tool Against Climate Change. Sectoral Analysis: Food, Construction, Mobility, and Depopulation” Reference: PID2021-122131OB-I00. It is funded by the Ministry of Science and Innovation and co-financed by the European Union. The general objective is to analyse the extent of greening in public tenders for school canteens. It is broad-spectrum interdisciplinary research with a strong quantitative approach.

Within the framework of the [European Green Deal](#), the [Farm to Fork Strategy](#) promotes sustainable food systems as a central idea. It is crucial to note that the food sector is responsible for almost one-third of global greenhouse gas emissions and consumes a significant amount of natural resources, impacting biodiversity. Consequently, the Strategy establishes that a sustainable food system should adhere to principles such as having a neutral or positive environmental impact, ensuring food security, and reversing biodiversity loss. The goal is to build fair, healthy, and environmentally friendly food systems.

As indicated in the “[Handbook on Green Public Procurement](#)” prepared by the European Commission, 3rd edition (section 7.2 Food and Catering Services), “... the catering services used in meetings and events mean that the public sector is responsible for supplying significant volumes of food and beverages annually. Agriculture is a critical sector of the European economy, but it also has a substantial ecological footprint in terms of greenhouse gas emissions, soil and water degradation, biodiversity loss, and waste generation. The transportation, packaging, and storage of food products significantly contribute to this ecological footprint.” The way these services are contracted and the approach to managing environmental impacts, which are the focus of this study, varies among different administrations.

This research focuses on school canteens, a context highlighted by FAO due to its particular sensitivity and educational importance¹. Another reason for this focus is that the [Farm to Fork Strategy](#) identifies school canteens as a priority area for greening, particularly mentioning “mandatory minimum criteria for sustainable food procurement to promote healthy and sustainable diets, including organic products, in schools and public institutions².”

1 See: The school canteen shapes habits and practices associated with food. FAO. 2022. Food and Nutrition Education in Schools - A White Paper on the Current Status, Principles, Challenges, and Recommendations for Low- and Middle-Income Countries. Rome. <https://doi.org/10.4060/cb2064es>

2 See: Annex of the Farm to Fork Strategy, COM (2020) 381 final, which establishes a series of measures with a timeline for implementation. In the category aimed at “Promoting the sustainable consumption of food and facilitating the transition to healthy and sustainable diets,” the measure relating to school canteens is included, with the implementation date set for the third quarter of 2021.

In this context, the study provides a detailed analysis of the current state of greening in public tenders for school canteens. The provision of quantitative data is a distinctive feature of this research, aiming to facilitate the incorporation of environmental considerations into public contracts for school canteens, based on an analysis of the current situation (areas for improvement).

The work presented here is based on a pilot study covering a limited sample of public tenders from two autonomous communities, with results presented at the University of Alcalá during the 1st Green Public Procurement and Climate Change Conference (2021)³. Furthermore, during the third edition of the conference, an update on the analysis of local product inclusion into these contracts was presented⁴.

Several other studies conducted by the research group in the same subject area have also enhanced the content of the work presented here⁵.

2. Goals and methodology

The general objective of this research is to measure the degree of greening in public tenders for school canteens in Spain. Specifically, the study examines and assesses the inclusion of the green approach in the contract's purpose and throughout the entire contractual process, including defining technical specifications, establishing selection criteria, determining award criteria, and setting special performance conditions. Additionally, it verifies the existence of monitoring mechanisms specifically associated with these obligations included in the tender documents.

3 An example of this is the video uploaded to the CPV-UAH Research Group's YouTube channel. See: https://youtu.be/-qP8aHnMHJA?si=-M_RWWsnZ0a_MZa-

4 You can view the presentation using the following link: <https://www.youtube.com/watch?v=uqtm1HXDhlw>

5 Amongst others, the analysis of the new contractual specifications (2022) for school canteen tenders in the Basque Country, included, along with other works, in the document "Comparative Study and Improvement Proposals for Food Service Procurement Specifications in Educational Centres of the Basque Country's Department of Education" is noteworthy (<https://www.gureplateragureauekera.eus/wp-content/uploads/2023/06/Estudio-comparativo-2015-2016-y-2022.pdf>). Also notable are the studies included in the thematic section "Local Products and Public Procurement" of Revista General de Derecho Administrativo No. 64, 2023, highlighting the work of X. Lazo Vitoria, "The Local Product Wave Reaches Public Procurement in Spain", available openly at <https://laadministracionaldia.inap.es/noticia.asp?id=1514637>, as well as the collective study "Local Products and School Canteens in Spain: Analysis of Public Tenders (2018-2022)", also openly available at <https://laadministracionaldia.inap.es/noticia.asp?id=1514683>

The research analyses a set of public tenders for school canteens governed by Law 9/2017, of November 8, on Public Sector Contracts, which transposes into Spanish law the European Parliament and Council Directives 2014/23/EU and 2014/24/EU of February 26, 2014 (hereafter, LCSP). To this end, extensive fieldwork was carried out, focusing on the terms and conditions and request for proposals (hereafter, RFP) of 434 tenders between the LCSP's entry into force in March 2018 and 31 December 2022.

The contract documents were obtained through a search on the Public Sector Contracting Platform (hereafter, PLACE).

The tenders analysed relate to the following nine autonomous communities:

Autonomous Community	Number of Tenders Studied
Andalusia	123
Aragon	48
Asturias	86
Castile-La Mancha	39
Valencian Community	60
Extremadura	7
Madrid	43
Navarre	20
Basque Country	8

Table 1: Number of tenders studied by autonomous community during the research period

This territorial diversity provides a comprehensive and representative overview of public procurement across different Spanish regions during the research period⁶.

In addition to the temporal and territorial delimitation, a search filter was necessary to identify tenders specifically relating to school canteen contracts published in PLACE.

⁶ These autonomous communities have a combined population of over 29 million inhabitants out of Spain's total of 48 million (according to the INE in 2024) <https://www.ine.es/>.

The Common Procurement Vocabulary (hereafter, CPV) was used to select the main identifiers associated with this type of catering service⁷, which are as follows:

- 55320000 – Meal supply services
- 55321000 – Meal preparation services
- 55322000 – Meal delivery services
- 55520000 – Meal supply services from external providers
- 55523100 – School meal services
- 55524000 – Meal supply services for schools
- 15894210-6 – School meals⁸
- 55521100 – Meal delivery services
- 03000000 – Agricultural, livestock, fishery, forestry, and related products
- 15000000 – Food, beverages, tobacco, and related products
- 55500000 – Catering and meal supply services from external providers

The data search came across several obstacles. First, analysis of the contractual documents was carried out manually, document by document, because PLACE does not have filters that can locate, identify, and extract the environmental considerations⁹ included in them. Text search tools in word processors like Word or readers like Adobe Acrobat (search function) could not be used because the tender documents were often scanned copies later converted into PDFs. Second, there were cases where the CPV listed in the contractual documents did not match the one chosen by the contracting authority as shown in PLACE, necessitating an individual review that increased the research time. In addition, it was necessary to complete some tenders published in PLACE that paradoxically did not include their respective contractual documents.

In order to process the information, a custom form was developed, taking the data's format and the large volume analysed into account. The form was reviewed

7 It should be noted that the results obtained did not always relate to catering services in school canteens. Therefore, a manual review was carried out to ensure that the selected tenders were consistent with the scope of this study. Additionally, during the analysis, an atypical case was identified within the search criteria used. Although it shared the CPV, when the contractual object was analysed, it was found to be a public domain concession for the operation and private use of three schools in Fuengirola. Due to this and because public domain concessions are subject to a different regulatory framework than the LCSP, file 012/2020-CONTR was excluded from this analysis.

8 Regarding this CPV, tenders for the provision of school catering services exclusively during holiday periods (Easter, Christmas, summer, etc.) have not been included, to avoid distorting the analysis of data that covers the entire school period

9 However, some regional platforms, such as in Andalusia, do include a “social and environmental clauses” section in their search filters, although its practical utility remains very limited.

by several experts to ensure accuracy and that no key variables were missing¹⁰. It was developed in Microsoft Forms and structured into two main blocks consisting of a total of 124 points. The first block includes identifying the tender data, such as the file number, year of the tender, contracting authority, and CPVs. The second block encompasses analysed tender details, such as the subject-matter of the contract, division into lots, number of centres, details relating to competition, literal text of the environmental clauses identified in each tender, as well as information on resolution for non-compliance and verification systems. The relevant data were collected in a database after manually reading, analysing, and extracting environmental considerations from each tender file.

The environmental considerations are presented in the following 18 categories, corresponding to the purpose or environmental impact pursued by the contracting authority:

- | | |
|---|---|
| ✓ Tap water | ✓ Organic production |
| ✓ Resource saving | ✓ Local products |
| ✓ Energy saving | ✓ Local suppliers |
| ✓ Environmental education | ✓ Short supply chain |
| ✓ Energy efficiency | ✓ Fair trade products |
| ✓ Environmental management ¹¹ | ✓ Seasonal products |
| ✓ Other sustainable products ¹² | ✓ Reusable products |
| ✓ Non-animal protein | ✓ Food waste reduction |
| ✓ Waste management | ✓ Location of kitchen facilities |

10 We are grateful for the initial review work carried out by Ms. Begoña Fernández Ruiz and Mr. Juan Martínez Martínez.

11 This category includes environmental considerations that sometimes contain generic statements incorporated into the specifications, referring to compliance with current environmental legislation, for example.

12 This category serves as a residual category.

The tender documents sometimes include multiple environmental considerations in a single clause. In these cases, this report uses the term “mixed” category for better understanding of the material analysed. Here are some examples:

- An exclusive category example is: “European Eco-labels or equivalent (Type I): 1.5 points per product the bidding company commits to include in the weekly menu, up to a maximum of 24 points per lot.” This clause is classified under the organic product category.
- In other cases, the criterion wording refers to several aspects, such as: “High-quality fresh and seasonal vegetables and salads. Fresh and seasonal fruit of high quality. Overly ripe or under-ripe fruit will be excluded. Seasonal fruit at least four days a week. Food origin before cooking (preferably vegetables, fruits, and greens) with guaranteed organic origin, up to a maximum of 10 points.” This clause is classified under both seasonal product and organic product categories.

3. General aspects of the tenders studied

This section provides general data on the tenders studied, aiming to contextualize them appropriately.

3.1. Types of contracts

The study reveals that contracting authorities predominantly tender school meal services using service contracts (370 tenders), opting for service concessions in only 17 tenders out of the total. Following the enactment of the LCSP, the distinction between these contractual types lies not in the contractual object (type of services) but in the effective transfer of operational risk (Art. 14 LCSP). That is to say, a real exposure to market uncertainties is required (Art. 14 LCSP), meaning there is no guarantee that, under normal operating conditions, the concessionaire will recover the investments made or cover the operating costs. In 15 cases, mixed contracts were chosen as the contractual type¹³. On the other hand, a search in PLACE yields a total of 31 tenders where the supply

¹³ These mixed contracts relate to 14 tenders in which the provision of services and supplies are combined. On one occasion, the provision of service concession (school canteen) was combined with services (nutrition support program).

contract type was selected. However, it should be noted that, in some cases, this classification is incorrect, as they actually relate to service contracts¹⁴.

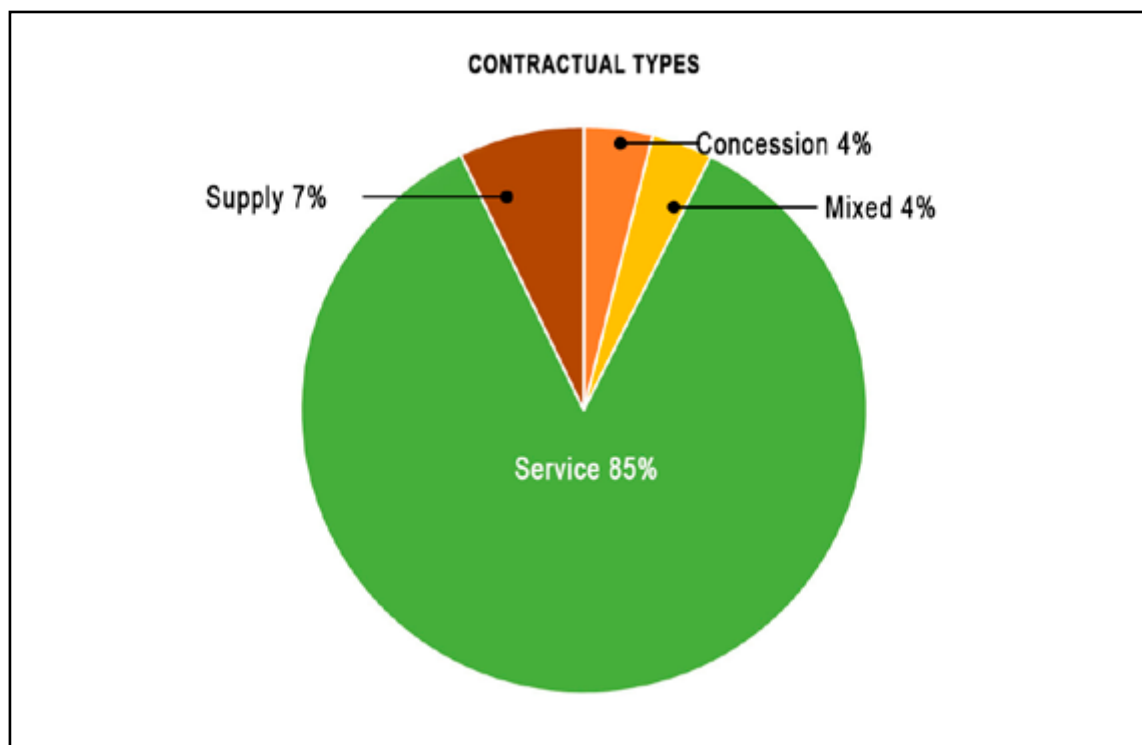


Illustration 1: Observed contractual types

3.2. Division into lots and competition

3.2.1. Division of the contract purpose for collective catering in school canteens: figures

The subject-matter of the contract of public contracts must cover the entirety of the service, as well as each element necessary to fulfil its purpose. The LCSP establishes the division of the contract purpose into lots as a general rule. This provision aims to facilitate access to public procurement for small and medium-sized enterprises (Article 46 of Directive 2014/24/EU).

Data review shows that most tenders (364 out of 434) do not follow this rule, which could be because 307 of these 364 tenders relate to a single centre¹⁵.

¹⁴ For instance, there are several tenders labelled by the contracting authority as “catering supply for a nursery school,” which were later (incorrectly) transferred to the selection of the contract type in the respective PLACE form. Nevertheless, the illustration shows a graph with data extracted from PLACE.

¹⁵ The convenience of dividing the contract object into lots in cases where the tender involves a small number of centres (e.g., 2 or even 3 centres) has not been assessed, as this depends on factors such as the size of the centres, the distance between them, and other variables that would prevent a uniform analysis of the available information.

Consequently, 70 tenders, representing 16.13% of the total, are divided into lots. The most frequently observed criterion for dividing into lots was territorial or geographic (47% of the tenders), followed by the number of centres covered by the contract (25% of cases). Additionally, a combination of both criteria was observed in 3% of cases.

At first glance, this 16.13% represents a relatively low percentage of lot division, which should, in any case, be assessed alongside the level of SME participation in these tenders (which is the EU's goal in ruling lot division)¹⁶.

Overall, these figures are in line with the national lot division level reached in public procurement awards in 2022, where 11.34%¹⁷ of the awarded contracts were divided into lots, or roughly one in nine contracts awarded.

3.2.2. No division into lots of catering contracts for school canteens: justification.

Next, we analyse the justification for cases where no division into lots was made. Justifications were found in just over half of the cases (66.7%), while the remainder did not provide any reason for non-compliance with this legal requirement.

For those tenders where reasons were given for not dividing into lots, the analysis was carried out in accordance with Article 99.3, sections (a) and (b) of the LCSP: (a) that dividing the contract object would unjustifiably restrict competition, and (b) that executing the various services independently would hinder proper execution from a technical standpoint, or that the risk to correct execution arises from the contract's nature, requiring coordination amongst various services.

The summary of findings, based on whether the justification was sufficient or insufficient to meet the legal requirement, is presented below:

¹⁶ Therefore, this aspect is not addressed in this study as it goes beyond its scope. For the general situation of SMEs and the division of the contract object into lots, see: Triennial Report on Public Procurement in Spain in 2021, 2022, and 2023: <https://www.hacienda.gob.es/DGPatrimonio/Junta%20Consultiva/Informe-Trienal-2021-2022-2023.pdf>

¹⁷ OIReScon IAS Report 2023. The Figures of Public Procurement in 2022, pp. 136.

Justification	No. of Cases
Art. 99.3.a) well justified	5
Art. 99.3.a) and b) well justified	2
Art. 99.3.a) and b) insufficiently justified	3
Art. 99.3.b) first case well justified	14
Art. 99.3.b) first case insufficiently justified	26
Art. 99.3.b) first and second cases well justified	14
Art. 99.3.b) first and second cases insufficiently justified	24

Table 2: Justifications Observed in Cases Where There Was No Lot Division

Justifications were deemed insufficient when the legal regulation (Article 99) was merely reiterated without stating the reasoning behind the decision, or when the explanations given were ambiguous.

From the data, it can be concluded that only 24.61% of the tenders studied adequately justified not dividing into lots. Therefore, there is a considerable margin for improvement in applying the "divide or explain principle" enshrined in EU law.

3.2.3. Level of competition

This research also sought to determine the number of bids (level of competition) submitted for the public tenders studied.

First, results are presented for tenders where the contract object was not divided into lots. In 67% of these cases, between one and three companies submitted bids.

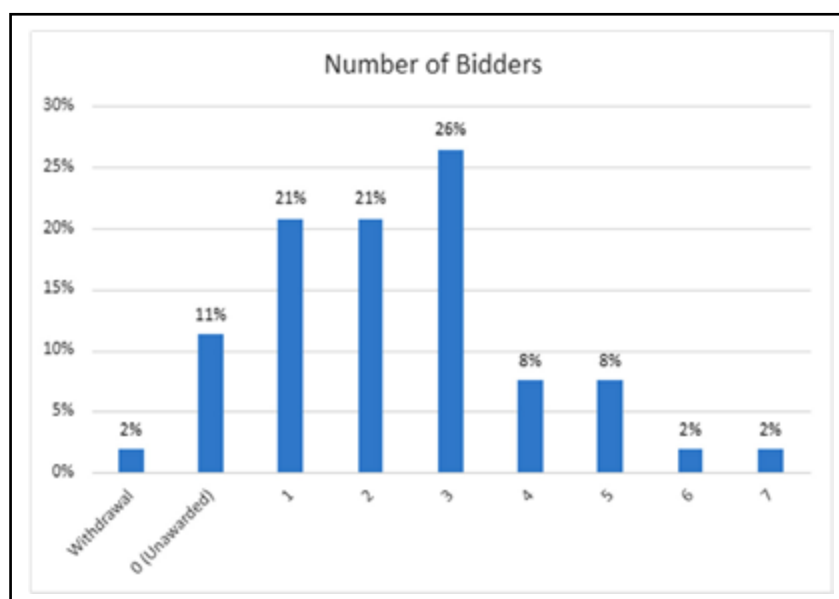


Illustration 2: Competition in tenders without lot division

Second, data are provided for bids submitted to tenders that were divided into lots. According to legal standards, each lot is considered a separate contract, and bidders may submit offers for all configured lots, subject to any limitations outlined in the tender documents (Article 99.4 LCSP). Therefore, competition applies to each contract rather than the overall tender.

Two additional points must be highlighted regarding the next illustration. Firstly, the Madrid framework agreement (86 bidders) may suggest high competition, though it represents companies within that agreement. Secondly, tenders divided into numerous contracts (e.g., 100, 141, 266 lots) often attract the same set of bidders. For instance, 25 bidders may participate in nearly all lots. These aspects are significant as they might imply greater competition than actually exists.

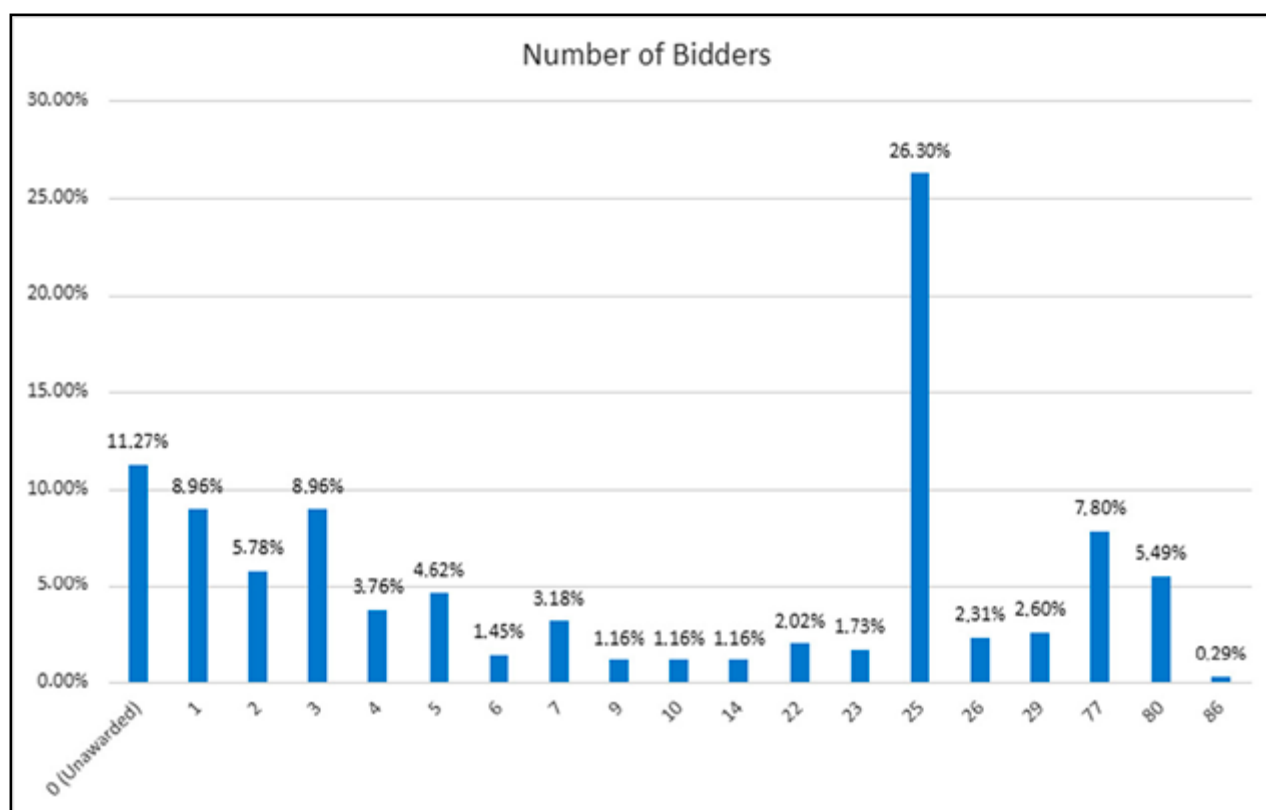


Illustration 3: Competition in Tenders With Lot Division

3.2.4. Contracts subject to harmonised regulation (sara)

Out of all tenders studied, 69 are subject to harmonised regulation. This figure is broken down by contract type as follows:

Contract Type	No. of SARA Contracts
Service contract (\geq €221,000)	49
Service concession contract (\geq €5,538,000)	6
Supply contract (\geq €221,000)	1
Mixed contract	13
Total	69

Table 3: Number of Contracts Subject to Harmonised Regulation by Contract Type

4. Analysis of the greening of the bids studied

4.1. Subject-matter of the Contract

The first opportunity to integrate environmental aspects into a public contract arises when setting out the subject-matter of the contract.

The study analyses the configuration of the subject-matter of the contract in each of the bids included in this work. The terms used as filters were: “**environmental sustainability**,” “**sustainable**,” “**environment**,” and “**climate change**.” Of the 434 bids, only 9 incorporate the terms “sustainable” or “environmental sustainability,” while the other two terms do not appear in any of the bids.

For example, the literal content of the subject-matter of the contract outlined in the bidding documents that incorporate environmental issues is as follows:

- “The purpose of this contract is to provide school dining services and care, supervision, and control of students at the Pinedo Early Childhood School during the 2019/2020 and 2020/2021 school years in accordance with the **criteria of social and environmental sustainability**.”
- “The concession of the public dining service in the publicly-owned schools of the second cycle of early childhood and primary education in the municipality of Gijón with **environmental sustainability criteria**.”
- “The provision of school dining services at the 'Colegio Luis Fortich' of

the Social Welfare Service of the Valencia Provincial Council, according to the school calendar set by the Department of Education, Culture, and Sport; and the care, supervision, and control of students using the school dining service at the 'Colegio Luis Fortich' during the school periods of the 2020/2021 and 2021/2022 academic years, in accordance with the **criteria of social and environmental sustainability.**”

- “The provision of school dining services and care, supervision, and control of students at the Municipal School Professor Santiago Grisolia during the 2020/2021 and 2021/2022 academic years in accordance with the **criteria of social and environmental sustainability.**”
- “To regulate and define the characteristics that the school dining service and monitors must meet in the Municipal Schools Fernando de los Ríos and Benimaclet, **including criteria for social and environmental sustainability, in accordance with the Milan Urban Food Policy Pact and the Valencia agri-food strategy.**”
- “Dining service for Early Childhood Schools (ages 0 to 3) of the City Council of Gijón/Xixón with **environmental sustainability criteria.** Tender for 13 schools.”
- “Procurement of **healthy and sustainable regional school dining services** for the public educational centres listed in Annex X and under the conditions established for the provision of the service in each dining service in that annex, that is, the management mode 'Preparation on-site in the centre' or 'Transported in hot line' for the 2021/2022 academic year, extendible for up to four more years (2022/2023, 2023/2024, 2024/2025, and 2025/2026)”.
- “Procurement of **healthy and sustainable regional school dining services** for the public educational centres listed in Annex X and under the conditions established for the provision of the service in each dining service in that annex, all in the management mode 'Preparation on-site in the centre,' for the 2022/2023 academic year, extendible for up to three more years (2023/2024, 2024/2025, and 2025/2026)”.
- “Procurement of a school dining service in the municipal early childhood school provided in accordance with **food safety and healthy and sustainable food criteria,** which will include the following services:
 - a) On the one hand, the preparation of menus and their distribution to the students using the municipal early childhood school's dining service, as well as to the teaching staff who provide support in the school dining service.
 - b) On the other hand, the provision of kitchen assistant services and school dining monitors/caregivers for the aforementioned educational centre”.

4.2. Technical specifications

An environmental technical specification is a technical guideline that establishes the technical requirements that a product, process or service must meet, defining the performance of the provision while minimising environmental impact. Environmental technical requirements can refer to the most sustainable specific processes or methods for the production, provision or marketing of the required works, supplies or services. They can also refer to a specific process from another phase of its life cycle, according to the definition established in Article 148 of the LCSP, even when the factors involved in the life cycle processes are not part of the material substance of the works, supplies or services.

An environmental technical requirement represents the minimum level of demand established in the RFP by the contracting authority. Therefore, bids that do not comply with it must be excluded for openly opposing the environmental technical requirements contained in the bidding document.

Of the 434 bids included in the study, a total of 976 environmental technical specifications have been identified and analysed. They have been classified according to the categories indicated in the methodology (“exclusive” or “mixed”). In the following illustration, two bars are included for each category, one darker and one lighter. The darker bar refers to all the times that a category has been observed, even if the clause incorporates other issues. Meanwhile, the lighter bar indicates the number of times the category has been observed exclusively, without incorporating other issues in its wording, as can be seen in Figure 4.



Illustration 4: Graphic example of the explanation

Illustration 5 expresses the categories used in the RFPs analysed from least to most frequent. The most frequent category is “seasonal products,” both exclusively (54.20%) and in combination with other categories (56.45% of the times). The next most frequent category, but at a considerable distance from the first, is “waste management,” whether exclusively (10.97%) or combined (11.08%).

It is noteworthy that there is a low presence of technical specifications relating to the categories of “food waste” or “tap water”¹⁸. The results also reveal a low incidence of the category of menus that do not contain animal protein¹⁹.

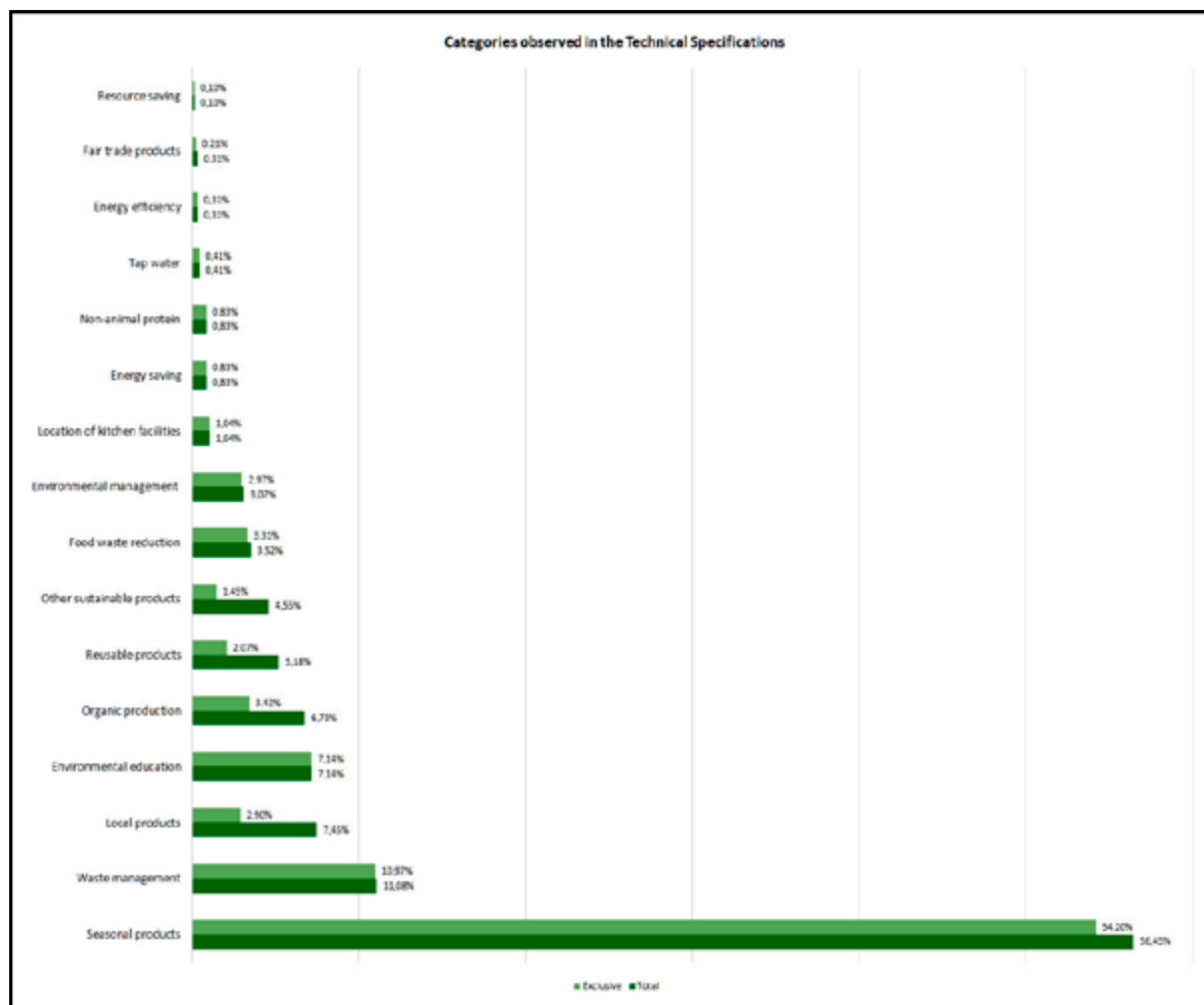


Illustration 5: Categories of technical specifications observed

18 Note that on 9 January 2024, the Council of Ministers approved, at the proposal of the Ministry of Agriculture, Fisheries, and Food, the draft Law on the Prevention of Food Losses and Waste. This regulation was already in the Senate during the previous legislature but lapsed due to the dissolution of Parliament. Additionally, some autonomous communities have their own legislation on this matter, such as Catalonia with Law 3/2020, of 11 March, on the prevention of food losses and waste. Meanwhile, other autonomous communities like Andalusia, the Community of Madrid, or the Valencian Community have addressed this issue in their circular economy regulations.

19 Regarding its impact on GHG production, see the Manifesto for Establishing Minimum Standards for Public Canteens across the EU (2022), pages 12, 13, 14: <https://foodpolicycoalition.eu/wp-content/uploads/2022/10/Manifesto-for-establishing-Minimum-Standards-for-Public-Canteens-across-the-EU-final.pdf>

As a general rule, the technical specifications analysed refer to a single category, for example: “seasonal product.” However, cases of joint requirements for two or more categories have also been observed, such as: “organic product” and “local product.” When this happens, there is a risk of market limitation. Additionally, the certification of organic production does not cover or guarantee the origin.

In any case, it is essential to pay close attention to what is required as a technical specification to ensure that the technical requirement has been correctly drafted²⁰.

Moreover, among the different issues addressed by the technical specifications regarding their content, it is interesting to know whether there are economic penalties for non-compliance or defective compliance and verification systems that allow for proper supervision.

The verification systems for environmental technical specifications should be specified along with each environmental technical specification so that each bidder knows in advance what will be required during the contract execution phase and the associated consequences. Additionally, this specification facilitates the work of the contract manager: control and supervision of the performance of the catering contract.

Of the documents analysed, only 426 of the 976 specifications analysed are associated with a financial penalty, and only 145 establish a verification system²¹.

Considering the complexity that often entails defining and verifying environmental characteristics, the use of ecological labels is recommended as they provide legal certainty and management simplicity.

20 In fact, there is a difference between requiring “organic and seasonal” versus “organic or seasonal.”

21 This study does not analyse the amounts of financial penalties or whether verification systems are adequately defined for their intended purpose.

4.2.1. Examples of good practices for environmental technical specifications

SEASONAL PRODUCTS

“Fresh seasonal fruit, varied for each day, at least four days a week.”

“Seasonal fruits at their ripeness:

Each season lasts 3 months, during which around 48 days of fruit are served. Each of the fruits detailed below will be included at least 3 times over the three months of the season:

Summer: July-August-September: pineapple, plum, nectarine, peach, apricot, Paraguayan peach, melon, watermelon, pear, apple, banana.

Autumn: October-November-December: grape, pear, banana, persimmon, pomegranate, kiwi, mandarin.

Winter: January-February-March: kiwi, mandarin, apple, orange, pineapple, strawberry, banana.

Spring: April-May-June: apricot, plum, cherry, strawberry, watermelon, melon, peach, nectarine, orange, pineapple, banana.”

ORGANIC PRODUCTS

“Introduction of organic foods in the dining service.

At least three days a week, a dish (starter, main course, or dessert) in the menu will feature organic primary ingredients. A primary ingredient is understood, according to the definition established in Article 2.2 of Regulation 1169/2011 on food information to consumers to be: 'primary ingredient: one or more ingredients of a food that represents more than 50% of the product.'

We consider organic foods those that meet the specifications of Regulation (EC) No. 834/2007.”

“It is the commitment of the City Council to develop inclusive food systems that are safe for preserving biodiversity and, at the same time, mitigating the effects of climate change. It also aims to promote eating and health habits to combat non-communicable diseases associated with inadequate diets and obesity, with special attention, when necessary, to reducing the intake of sugar, trans fatty acids, meat, and dairy products, while increasing the consumption of fruits, vegetables, and unprocessed foods. To achieve this, the menu structure will be based on scientific nutritional and dietary recommendations, will be directly and educationally related to the cooks who prepare the food daily in schools, with the management

teams coordinating the project in each school, with the educators who accompany the educational processes of feeding in the dining service, and with the cleaning staff who complete this virtuous circle with their important work, and to analyse the food waste that occurs.

Therefore, a model of food based on sustainability, local sourcing, and health will be required. The raw materials used for the preparation of the menus will consist of at least 20% organic food. (This aspect can be improved in the offer presented by the bidding entity). Organic products will be understood as those that meet the criteria established in the European Regulation that regulates the production and labelling of organic products (Regulation EC/834/2007 of the Council, of 28 June 2007, on the production and labelling of organic products and which repeals Regulation EEC/2092/91, equivalent standard)."

FAIR TRADE PRODUCTS

"In compliance with the provisions of Instruction 2/2016 on the incorporation of ethical clauses of fair trade in contracts, concessions, and authorizations in the City of Madrid, its Autonomous Organizations, and Entities of the Municipal Public Sector, approved by Decree of July 18, 2016, of the Delegate of the Government Area of Economy and Finance, the awarding entity will be obliged to ensure that the breakfasts offered to children include at least one fair trade product from the following: sugar, cookies, cocoa cream, instant cocoa, chocolate bars, and bars."

WASTE MANAGEMENT

"Reduction of waste and recycling:

The bid-winning company must present a work plan regarding the reduction, collection, recycling, and reuse of waste that includes, at a minimum:

- An assessment of the most significant environmental aspects of the service provided.
- A description of the system for selecting, handling, and preserving food.
- Minimisation of waste and selective collection.
- Reduction of water and energy use, both in food preparation and transportation.
- Training staff on the reduction, collection, recycling, and reuse of waste produced in the management of the service".

4.2.2. Examples of clauses with errors and indication of corrections



“Whenever possible, the most environmentally harmful products and those that are harmful to human health will be replaced with others that cause less harm or none at all”.

Error and correction: The incorporation of phrases like “whenever possible” into the technical specifications makes it impossible to know in the execution phase under what circumstances it is possible or impossible to replace the most harmful products for the environment. Such wording generates a high level of indefiniteness and inapplicability during the execution phase. The technical specifications must incorporate clear and precise obligations. A similar statement can be made regarding the expression “more harmful products” since its generic nature allows for different alternatives.



“The vegetables will be of the highest quality, preferably fresh and seasonal, cooked or in salads. Salads, primarily composed of raw plant foods, must consist of vegetables of various colours”.

Error and correction: The intention of environmental technical specifications for the supply of vegetables must refer exactly to which ones, in what seasonal period, and what organoleptic conditions will be considered optimal to verify their “freshness.” Without this specification, the generic environmental technical prescription is ineffective. Therefore, a definition of fresh produce can be introduced as follows: “Products that are classified as fresh or perishable food are those that, due to their natural characteristics, retain their qualities suitable for marketing and consumption for less than 30 days or require regulated temperature conditions for marketing and transport, as well as any other natural or prepared food, current or future, that requires cold storage or has a shelf life or preferred consumption date of less than 30 days (Article 2 of Royal Decree 367/2005)”.



“The use of organic products will be promoted”.

Error and correction: Verbs like “promote,” “facilitate,” or “improve” do not specify the quantity and type of organic products to be supplied, and ultimately do not establish a precise and clear obligation. Furthermore, if the exact definition according to standards, at least European, of organic products is not included, their suitability cannot be verified, and, therefore, it cannot be known whether they comply with or infringe the environmental technical prescription. For example: All catering services will apply sustainable and healthy diets according to the NAOS system which will consist of at least 80% by weight of products from organic farming according to Regulation (EU) 2018/848 or later versions.



“Whenever possible, local and/or seasonal foods will be included”.

Error and correction: The risk of applying a criterion of territorial origin is heightened when the definition of local food is not determined.



“Special consideration will be given to the incorporation of certified organic foods in the menu”.

Error and correction: It must be specified which certification is considered correct and incorporate the term “or equivalent” to avoid violating the principle of equal treatment among bidders.



“Separation of organic waste, packaging, cardboard, and glass, and depositing them in the recycling containers nearest to the building”.

Error and correction: Law 7/2022, of 8 April, on waste establishes new obligations regarding the separation, management, treatment, and evaluation of waste, so mere compliance with the applicable sectoral regulations is not considered an environmental technical prescription but a legal obligation as provided for in Article 201 of the LCSP. Additionally, proximity to the container does not guarantee adequate separation and treatment of waste, especially in the case of used oils, which require management using an authorised operator.

4.3. Environmental technical or professional solvency

The criteria for selecting potential economic operators in public contracts are based on the capacity and suitability to contract, the absence of prohibitions to contract, professional or business qualification, economic or financial solvency, and technical or professional solvency or, where appropriate, the classification of these operators when required by law (Article 65.1 LCSP). Environmental technical or professional solvency is the means to guarantee the technical or professional capacity for sustainability of the economic operators seeking to access a tender. As an admission requirement, it is eliminatory and not evaluative, meaning that those who do not meet the technical or professional requirements established in the tender documents are excluded.

The analysis of the tenders included in this study has demonstrated that contracting authorities rarely include requirements for environmental technical or professional solvency. The incidence is anecdotal: only 6 tenders of all those studied include such requirements.

In all cases, these are tenders that require the company to have an environmental management system, with the requirement for the ISO 14001 certificate or equivalent.

4.3.1. Example of good practice for environmental technical solvency



An example of good practice for environmental technical solvency must follow what is established in Article 94 of the LCSP for the accreditation of compliance with environmental management standards. The requirement for specific environmental management certificates (EMAS, ISO 14001, etc.) that prove the bidder meets the standards serves as evidence of the capacity for environmental management in contracts.

4.3.2. Examples of clauses with errors and indication of corrections



“Declaration that all vegetables and greens that make up the ordinary menus and puréed or mashed dishes are locally sourced (local is understood to mean those from any population of ...). The declaration must be accompanied by a commitment to present a copy of the contract signed with the suppliers by 31 December 2019, if awarded, according to the model in Annex No. 5...”

“Declaration that at least 4 vegetable dishes, 4 green dishes, and 4 meat dishes will include the classification of organic products monthly, according to the model in Annex No. 4...”

Error and correction: In these cases, it has been detected that obligations are introduced in the form of technical solvency, although their reading shows that they are, in reality, requirements relating to the product and not to the bidding company or entity.



“In appropriate cases, indication of the environmental management measures that the contractor may apply when executing the contract”.

Error and correction: In this case, the contracting authority includes vague and generic solvency requirements, which prevents them from being considered true obligations.

4.4. Award criteria

The award criteria are the parameters used to compare the offers submitted by bidders and determine which one, among those that meet the technical specifications, is the most advantageous from the contracting authority's perspective, and best meets its needs.

In this section, the research aimed to determine how many green award criteria were included in the respective tenders, what their weighting was, and the evaluation system.

The following information is presented in the order in which the award criteria appear in the respective specifications. It should be noted that, to avoid excessively overloading the text, only the award criteria that appear first and second in the specifications are analysed here. The information relating to the other criteria analysed is included in Annex “6.1. Award Criteria: Groups 3, 4, and 5.”

After establishing the 5 groups, the award criteria were classified according to the categories mentioned in the methodology. Again, it can be observed that there are very variable wordings in terms of content, as several different aspects can be included in the environmental criteria. Therefore, in the analysis that follows, the percentages of the categories “exclusive” or “mixed” are discussed.

4.4.1. First award criterion

From the analysis of the set of tenders being studied, it was found that 236, which is 54.38% of them, include at least one environmental award criterion. Of this total, the environmental award criteria of 153 tenders are subject to an automated evaluation process (using percentages or figures), while in the rest (83 tenders), the award criteria depend on a value judgment.

Additionally, 150 tenders establish financial penalties in case of non-compliance with the environmental criteria offered, and a verification mechanism is implemented in 136 tenders.

The categories of award criteria that appear most frequently in the dataset studied are analysed below.

A clear preference for organic production as an exclusive environmental award criterion is observed, with a frequency of 31.9% of the cases²².

It is important to consider some points regarding how these categories are collected in the specifications: On the one hand, previous studies have shown that there is significant confusion regarding the differences between the two concepts. Therefore, in numerous tenders, “local supplier” is confused with the erroneous idea that the products they supply are also local. It is noted that on approximately 75% of the occasions in which local suppliers are included, the wording of the criterion also incorporates the category of proximity products, reinforcing the idea that there seems to be a search for the inclusion of proximity products in school menus. Another issue observed is the incorporation of designations of origin as a way to request proximity products.

The next category that appears in order of frequency is the proximity of kitchens, which is indicated exclusively in 11% of the cases²³. Followed by seasonal products, which appear as an exclusive category in 6% of the tenders studied²⁴.

On the other hand, environmental education appears exclusively in 4.7%²⁵, and we understand that it refers to students because it is indicated as such, or because the wording of the criterion speaks of “educational outreach activities during the time before and after the canteen.”

The next most represented award criteria are: the use of fair-trade products, which appears exclusively in 2.1% of the cases²⁶ and the reduction of food waste²⁷, which is only mentioned in 0.9% (both exclusive and mixed) of the tenders.

The rest of the categories of environmental award criteria have unrepresentative percentages, so, to facilitate understanding, they are not disaggregated.

22 When the selection includes criteria combined with other aspects, this proportion increases to 47.2%, followed by the “local suppliers” criterion at 20.4% and “proximity products” at 18.7%.

23 This percentage rises to 13.3% when including criteria where other issues are also mentioned.

24 This percentage rises to 13.3% when including criteria where other issues are also mentioned.

25 This percentage increases slightly when this criterion is combined with other aspects, totalling 5.1%.

26 This percentage goes up to 4.29% when including criteria that mix several categories.

27 See footnote 18.

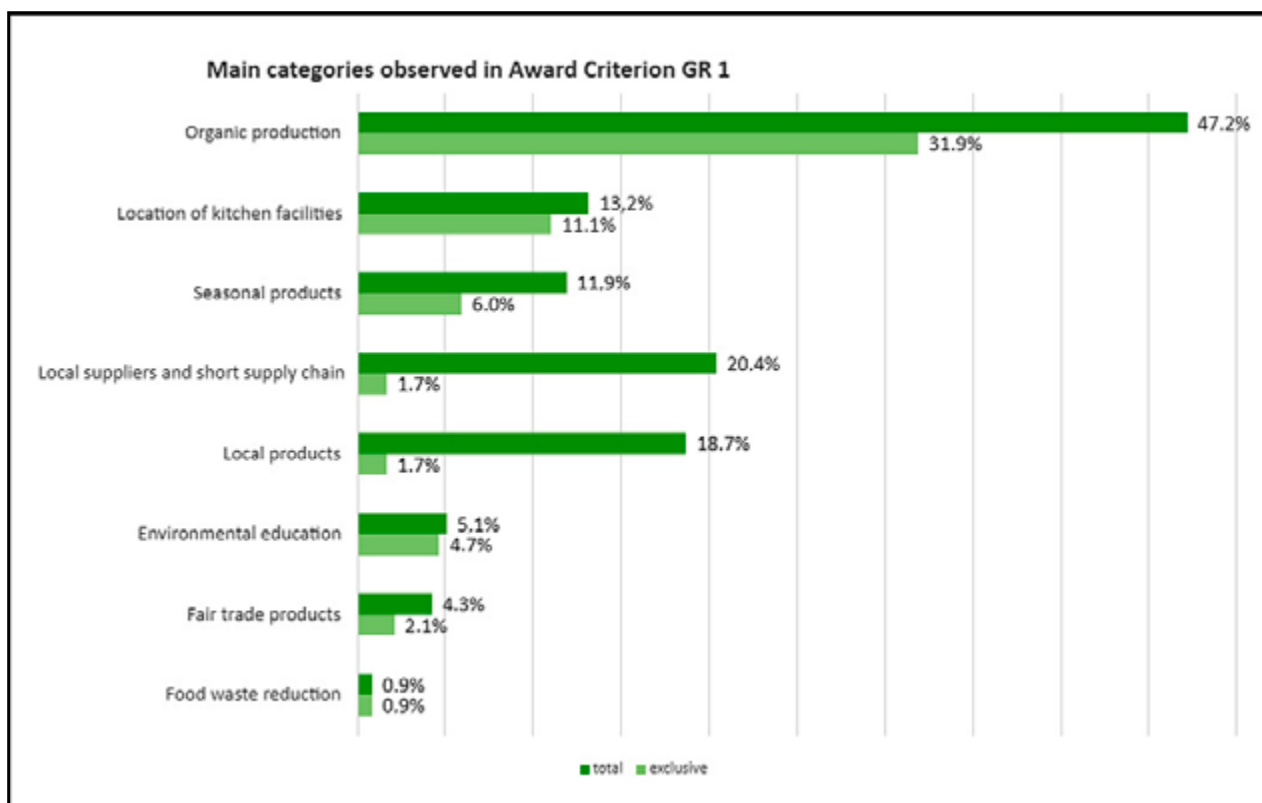


Illustration 6: Main categories observed in the award criteria of Group 1

The weighting assigned in the specifications to the aforementioned criteria is analysed below. To simplify the presentation of the information, the following four weighting intervals are considered:

- Between 0 and 25 (not included)
- Between 25 and 50 (not included)
- Between 50 and 75 (not included)
- More than 75

In this specific case, we observed the following distribution of weightings:

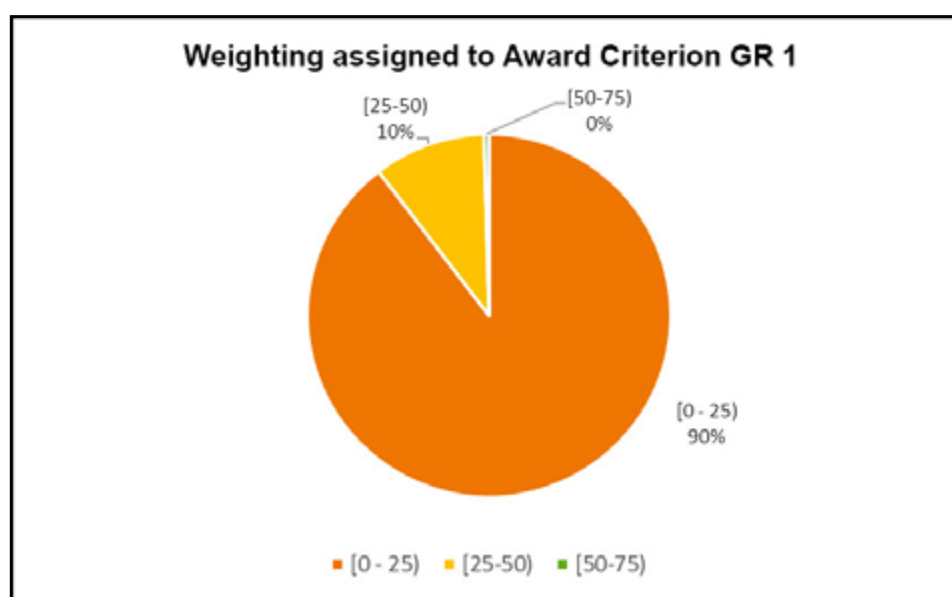


Illustration 7: Weighting assigned to the award criteria of Group 1

As indicated in the graph, 89% of the environmental award criteria that appear first in the tenders have weightings lower than 25 points. On the other hand, 11% have a score between 25 and 50 points, and less than 1% have weightings between 50 and 75 points. No cases were found where the weightings exceed 75 points.

4.4.2. Second award criterion

Out of the 236 tenders mentioned in the previous section that contain at least one environmental award criterion, 29.95% (130) have at least one second criterion.

Of these 130 tenders that contain a second environmental award criterion, almost 69% are subject to an automated evaluation process. Furthermore, in 60%, financial penalties are established in case of non-compliance, and in 59% of them, a verification system is included.

The most observed categories in this group are “waste management,” “organic production,” “local products,” and “local suppliers”.

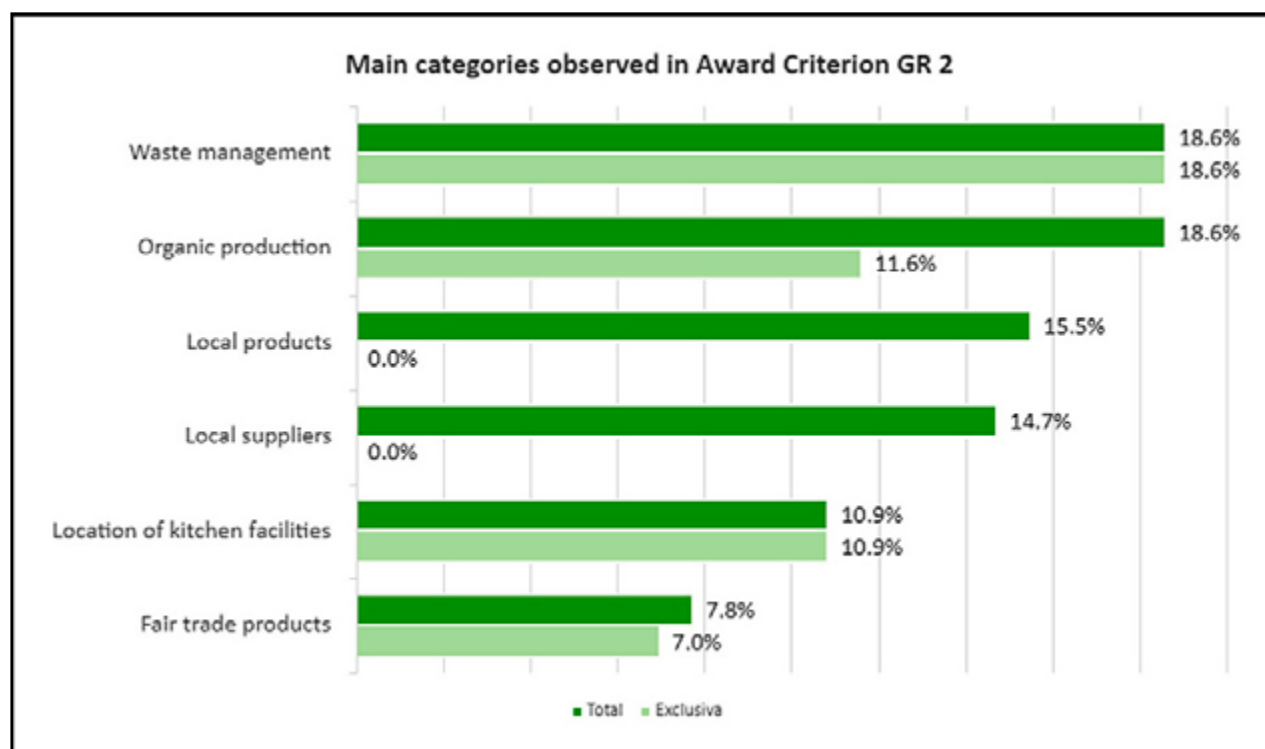


Illustration 8: Main categories observed in the award criteria of Group 2

“Waste management” has positioned itself as the award criterion in this group with the highest incidence, in 18.6% of cases²⁸. Regarding “organic production,” this appears exclusively in 11.6% of cases²⁹, followed by “location of kitchen facilities,” in 10.9% of cases³⁰.

On the other hand, in the case of the criteria “local products” and “local suppliers,” it is observed that they do not appear exclusively in any case³¹.

The last category that appears with some prominence in this group is “fair trade products,” in 7% of cases³².

Regarding the assigned weightings, 98% of the environmental award criteria that appear first in the tenders have weightings lower than 25 points, and only 2% have weightings between 25 and 50 points. No cases were found that exceeded 50 points.

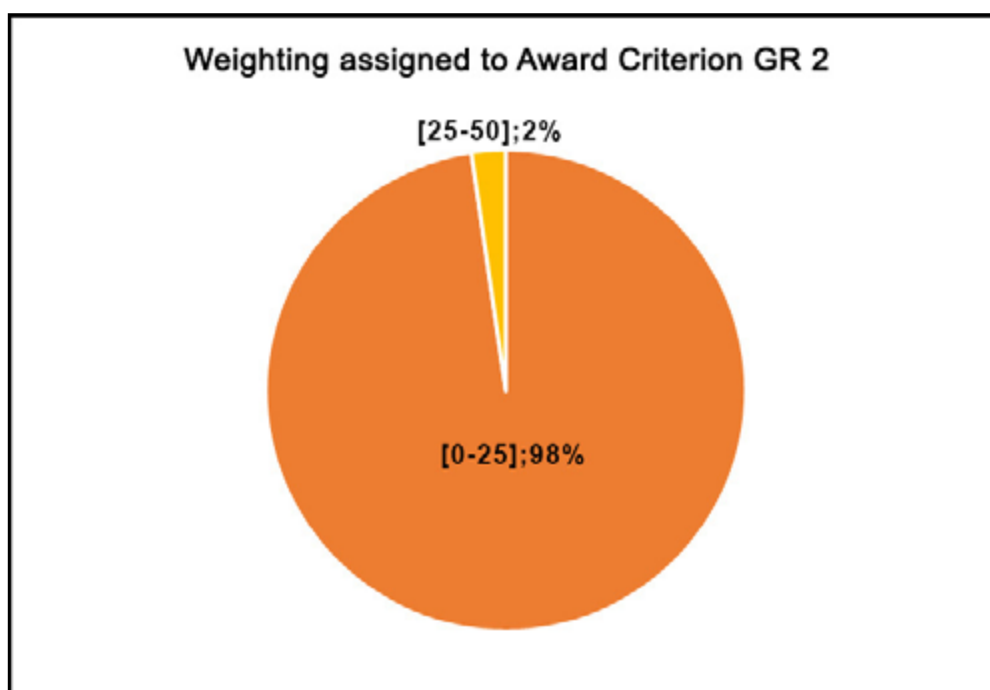


Illustration 9: Weighting assigned to the award criteria of Group 2

28 The same value applies when other aspects are present.

29 In this case, the index rises when combined with other aspects, matching values obtained for “waste management.”

30 They have the same presence when combined with other aspects.

31 In contrast, both criteria are strongly present in tenders when combined with other aspects, with 15.4% for “proximity products” and 14.6% for “local suppliers.”

32 This percentage increases slightly when this criterion is combined with other aspects, totalling 7.7%.

4.5. Award criteria and their weighting (price and environmental aspects)

It has been observed that 83.29% of the studied tenders present a system of “price plus other criteria” in the configuration of the award criteria. Therefore, in 16.24% of the tenders studied, the only award criterion is price. In this regard, it should be noted that the LCSP only allows the use of the price criterion as the sole award criterion if it is adequately justified. On the other hand, there are some contracts that can only be awarded based on multiple criteria (price plus other criteria). This is the case, for example, for service concession contracts and service contracts, unless the services are perfectly defined technically and it is not possible to change the delivery times or introduce any modifications to the contract, making price the only determining factor for the award.

Regarding weighting, in the following illustration, it can be observed that the economic part has a weighting between 0 and 25 points in only 9.28% of the studied cases. The most frequent weighting, at 47.33% of cases, is the one that values the economic part between 25 and 50 points, followed by 18.10% of cases with a weighting between 50 and 75. In 9.28% of cases, the weighting is between 75 and 99 points. Finally, in 16.24% of cases only the economic aspect is valued.

It is noteworthy that, based on the CPVs present in some of the tenders studied, the economic part cannot exceed 49% (art. 145.4). This specifically occurs in the service contracts included in Annex IV of the LCSP.

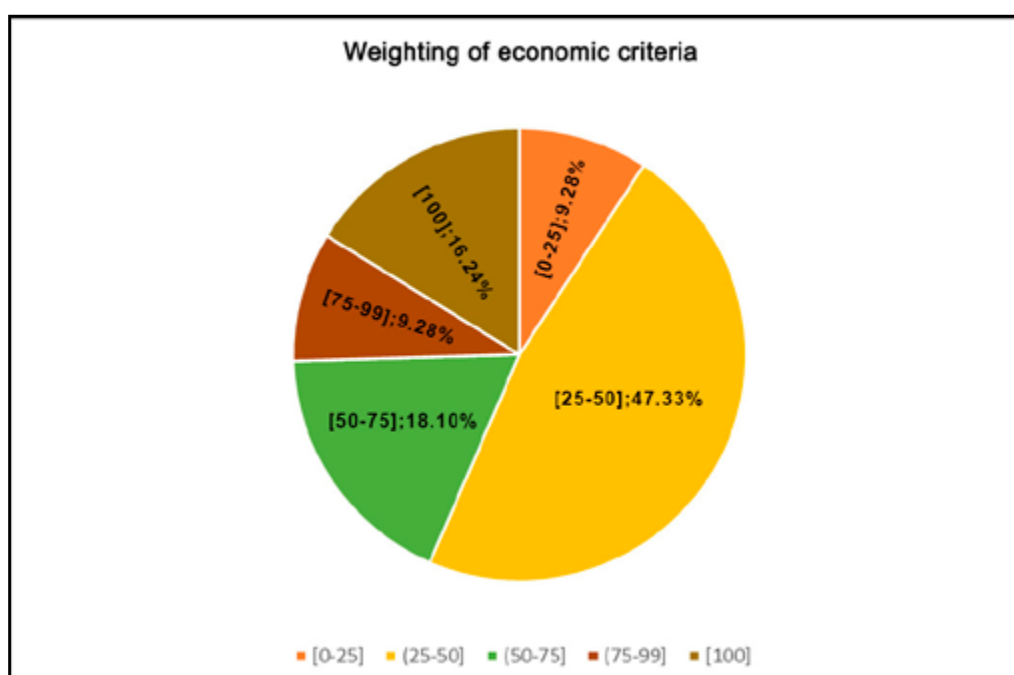


Illustration 10: Weighting of the economic aspect in the award criteria

On the other hand, in 85% of the tenders studied, environmental criteria account for between 0 and 25 points. In 12% of cases, the weighting of the environmental aspect is between 25 and 50 points, and in 3% of cases between 50 and 75 points. No cases were found within the sample of tenders where the weighting of the environmental part exceeded 75 points.

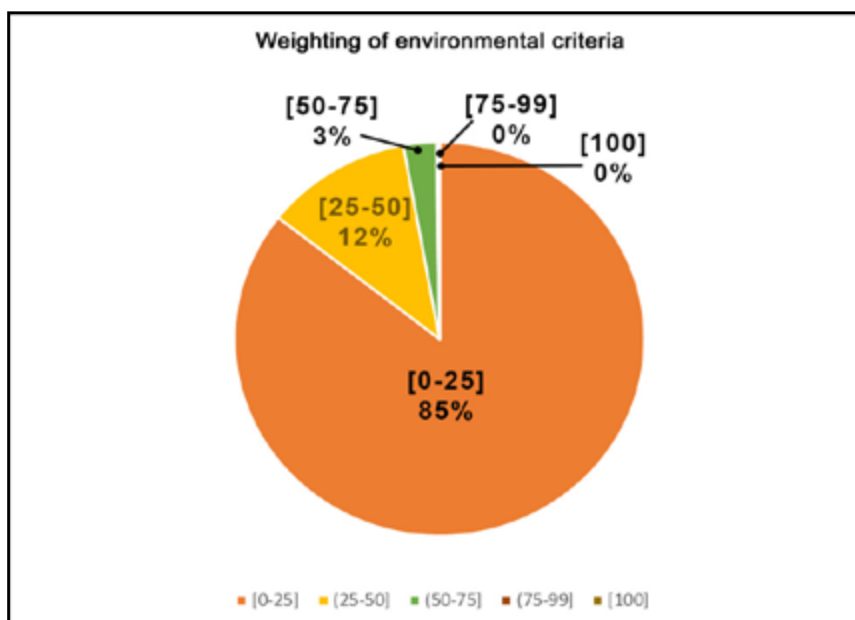


Illustration 11: Weighting of the environmental aspect in the award criteria

4.5.1. Examples of good practices in environmental award criteria:



“Organic ingredients. From 0 to 10 points (for lots from centres that do not have on-site kitchens). From 0 to 20 (for lots that have on-site kitchens).

The quantity per dinner expressed in kilograms-litres/month of organic food that they commit to serving on the menus will be assessed. Zero points will correspond to a proposal where the offer does not include any quantity commitment. One point will be awarded for every 500 grams-centilitres offered, up to a maximum of 10 points. Proposals with quantities that are not multiples of 500 grams will not be accepted or valued. For clarification, proposals such as 1,000 kg, 3,500 kg, 4,000 kg, etc., will be accepted, and proposals such as 1,200 kg, 3,120 kg, 4,725 kg, etc., will not”.



**“Certificate in Food Safety Management, Quality, and Environment:
Up to 6 points.**

The certificates submitted, valid in relation to Food Safety, Quality, and Environment, will be considered:

- **Food Safety Management: ISO 22000 certificate or equivalent, 2 points**
- **Quality Management: ISO 9001 or equivalent, 2 points**
- **Environmental Management: ISO 14001 certificate or equivalent, 2 points.”**



**“Commitment to use raw materials that are organic in at least 75%
of the products used in daily menus: 30 points”.**



**“European Eco-labels or equivalents (Type I): 1.5 points for each
product that the bidding company commits to include in the weekly menu,
up to a maximum of 18 points per lot”.**



“Organic Food. UP TO 26 POINTS.

The organic product is defined as food produced in accordance with the specifications established in Regulation (EU) 2018/848 of the European Parliament and Council, dated 30 May 2018, on organic production and labelling of organic products, which repeals Regulation (EC) No. 834/2007 of the Council.

Evaluation:

Offering 6 or more organic products per week: 26 points

Offering 5 organic products per week: 22 points

Offering 4 organic products per week: 18 points

Offering 3 organic products per week: 14 points

Offering 2 organic products per week: 10 points

Offering 1 organic product per week: 5 points

For the evaluation of this criterion, a list of the organic products offered and their organic certification must be provided, accompanied by a company’s affidavit that this list and frequency will be maintained throughout the contract’s execution”.



“Product Quality: Up to a maximum of 15 points.

The quality of the products that make up the menu will be evaluated, with reference to “differentiated quality” products, either of organic production or with PDO (Protected Designation of Origin), PGI (Protected Geographical Indication), or TSG (Traditional Speciality Guaranteed).

These products should preferably belong to the vegetable group and be included in the menu with a minimum frequency of twice a week”.



“Quality and Sustainability of Products Offered. Maximum 40 points.

Fresh fruit and vegetable delivery package.

1. Supply of products covered by quality standards: up to 10 points. One point for each delivery of a product protected by PDO or PGI.
2. Supply of certified organic farming products: up to 10 points. One point for each delivery exceeding the 4 required deliveries certified as organic production under Regulation (EU) 2018/848 or Regulation (EU) 834/2007.
3. Quantity supplied per child: up to 20 points. Five points for each delivery exceeding the minimum of 14 deliveries required in the technical specifications”.

4.5.2. Examples of clauses with errors and indication of correction



“The quality of the service will be assessed by providing a detailed report covering the following aspects:

Quality of the products and menus, up to 15 points awarded as follows:

Inclusion of organic products and locally sourced raw materials, up to 3 points”.

Error and correction: "local" is undefined, and "organic product" is not specified. The criterion does not express how points are awarded regarding organic and local products”.



“Quality, variety, and suitability of the menus to be supplied - Use of fresh, seasonal, or local products, prioritising vegetables, fruits, and produce from Asturian gardens and orchards, guaranteed organic foods. 10 points”.

Error and correction: The distribution of the total score is not specified. "Suitability" is undefined, and "organic origin" lacks a specific standard/certification reference. "Asturian product" is not defined. It would be more practical to include a list of seasonal Asturian products eligible for evaluation in the menu. Direct reference to the Asturian gardens and orchards could imply territorial bias.



“Environmental Characteristics: Use of low-emission vehicles. The company will be awarded points if all transportation vehicles assigned to this contract can be considered low-emission as they are electric or hybrid”.

Error and correction: Specificity is needed for vehicles, for example, by mentioning vehicles with zero-emission labels according to current standards.



“Commitment to purchase vegetables produced in nearby areas. Up to 10 points, distributed as follows.

- Within a 50-kilometre radius: 10 points.
- Within a 100-kilometre radius: 5 points.”

Error and correction: It should be specified that these raw materials will be used in the quantities detailed in the school menu.



“Environmental conditions: - Lower environmental impact, efficient use and saving of water, energy, and materials, environmental life cycle cost, ecological production methods, waste generation and management, use of eco-friendly materials. 1 point”.

Error and correction: The set of requirements is stated too generically.



“Include organic products in diets. 20 points.”

Error and correction: This criterion is automatically evaluated in the specifications; however, it is incomplete. The frequency is not established, nor is "organic product" defined.



“Criteria subject to value judgment (up to 49 points):

Bidders must prepare a Report describing the quality and service planning in accordance with the RFP in detail.

In evaluating the Service Provision Report, the following items will be considered:

...

Origin of the foods.

a. Guaranteed organic foods: 5 points...”

Error and correction: General and vague criteria. "Origin" is not clarified, and the term "organic food" lacks definition. It is not explained how this criterion will be subjectively evaluated.

4.6. Special execution conditions

Special execution conditions of a contract determine the way in which the contractor, regardless of the final bid winner, must act to meet the provisions of the contract. These clauses are, therefore, essential for achieving specific objectives, which may include environmental goals, as the selected conditions become directly mandatory for the contractors. This feature distinguishes special execution conditions from award criteria, where contractors' bids receive additional points for meeting certain requirements.

4.6.1. Special execution conditions group 1

Out of the total bids analysed in this study, 157 include at least one environmental special execution condition, representing 36.18% of them.

Of these 157 special execution conditions, nearly half (49.04%) relate to waste management³³. The next most observed category is sustainable products, appearing exclusively in 6.37% of cases³⁴.

Thirdly, organic production is seen exclusively in 5.1% of cases ³⁵. Approximately 3% to 5% of the time, the categories of seasonal products and environmental education are also found.

The remaining categories appear in less than 3% of cases (in exclusive form), so they will not be detailed due to their low impact.

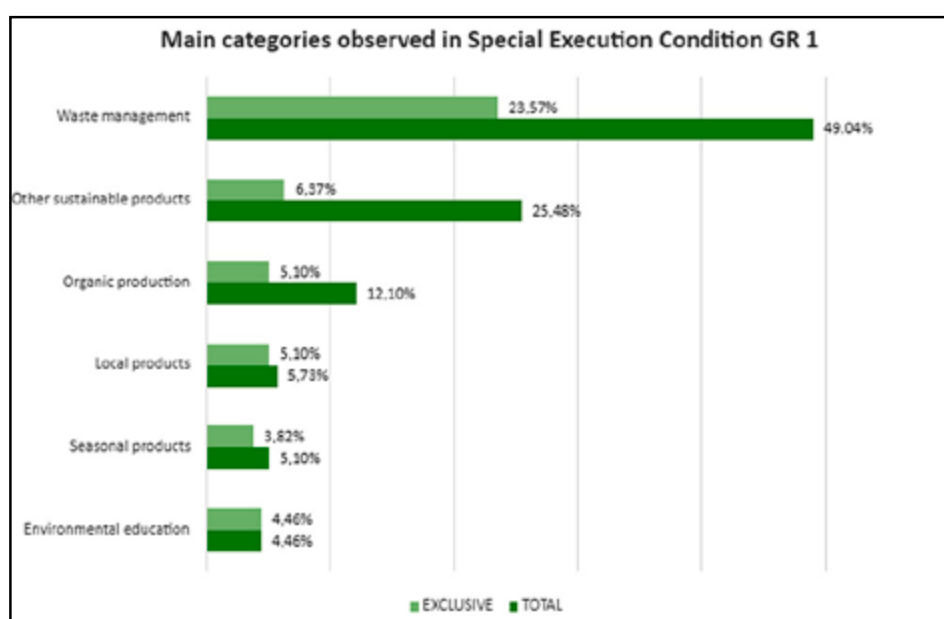


Illustration 12: Main categories observed in Group 1 special execution conditions

Additionally, the wording of this first special execution condition was analysed to determine whether it is generic or repeats obligations already required by law. In this regard, approximately 27% are written in a generic or vague manner, while almost 35% reiterate obligations already established by legislation. This leaves just 38% of the special execution conditions in this first group that truly contribute to shifting towards a more sustainable model.

It was also noted that 44% of them are configured as an essential obligation of the contract. Only 27 specifications incorporate a verification system, although 125 documents include a penalty for non-compliance.

³³ Although this condition is sometimes included alongside others, it appears alone in 23.57% of cases

³⁴ In 25.48% of cases, they appear jointly.

³⁵ The incidence of proximity product clauses is similar. The difference lies in that they are more commonly found alongside other considerations. In the case of organic production, 12.10% of cases, compared to proximity products, 5.73%.

4.6.2. Special execution conditions group 2

While a significant number of bids contain a first special execution condition, the number including at least a second condition is much smaller. Only 25 bids present this condition.

The most common category observed is waste management, with a 76% total presence, although this drops to 48% when considered exclusively. The next categories are sustainable products (36% in total, 12% exclusively), organic production (8%), and environmental management (4%). In the last two categories, no combination of concepts is observed in the wording, so the total and exclusive presence coincides. No other categories appear in this second group of special execution conditions.

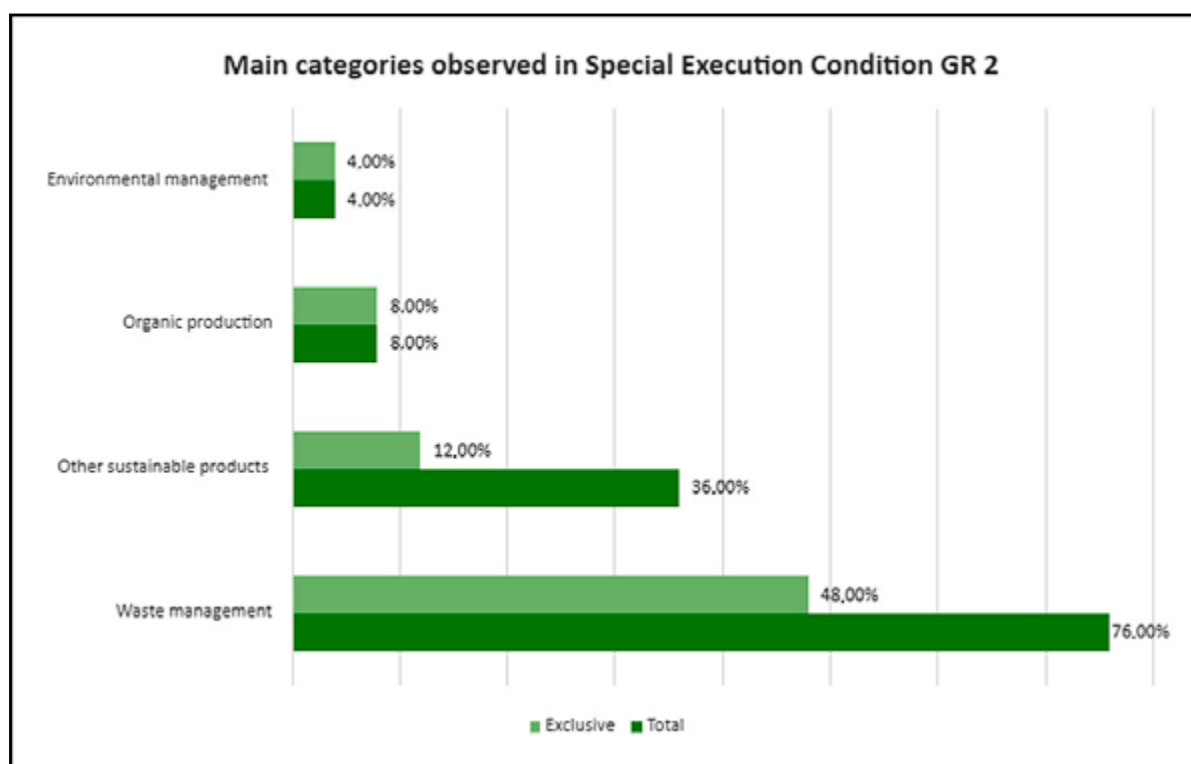


Illustration 13: Main categories observed in Group 2 special execution conditions

Regarding the wording of the clause, there is, again, a high repetition of requirements already present in legislation (68% of cases). Additionally, 8% are generic or vague.

40% are set out as essential obligations of the contract, and 76% of cases include a penalty for non-compliance, although only 2 bids have a verification system.

Information on the remaining special execution conditions analysed can be found in Appendix “6.2. Special Execution Conditions: Groups 3, 4, and 5.”

4.6.3. Examples of best practices in special execution conditions



"Systematic management and minimisation of waste/emissions resulting from food sourcing (prioritising local products) and meal production processes, as well as cleaning products used, to minimise the environmental impact of waste. A recycling and environmental sustainability plan for contract execution must be presented."



"As a special execution condition, bidding entities are required to ensure that a minimum of 40% of the food used in the canteen service is from within a 150 km radius of the Valle de Egüés Town Hall, located at Calle Garajonay, 1, 31621 Sarriguren ³⁶."



"The contractor must include, in the monthly menu planning, certified organic foods representing at least 10% of the total volume of non-mineral products, calculated by weight, of the total intake of agri-food products".



"The contractor must include, in the monthly menu planning, certified organic foods representing at least 10% of the total volume of non-mineral products, calculated by weight, of the total intake of agri-food products. Organic foods are understood to be those produced without chemicals and processed without additives (meat, agricultural products, wine, and beverages) in accordance with Council Regulation (EEC) No. 2092/91 of 24 June 1991, on organic agricultural production and its indication on agricultural and food products".



"Products from local circuits. To minimise carbon dioxide and greenhouse gas emissions, at least 30% of products, based on the total awarded price, should be "km 0"; defined as foods produced within 200 km of the company's facilities where meals are prepared."



"100% of meat, fish, and fruit and vegetable supplies must be local. Local products are defined as those produced, processed, and transformed within a maximum of 150 km from the contracting authority's headquarters. This distance will be measured in road kilometres".



Objective: “To promote the production of local products by increasing demand, as their environmental impact is lower.”



“To have an environmental quality and/or energy management plan certified by an accredited auditing entity”.

4.6.4. Examples of clauses with errors and correction suggestions



"The maintenance and improvement of environmental values that may be affected by the execution of the contract".

Error and correction: The generic nature of the clause prevents it from being considered a true obligation, making its control and verification difficult.



"A more sustainable management of water, the promotion of recycling products and the use of reusable packaging, and the encouragement of organic production".

Error and correction: This clause merely copies Article 202.2 of the LCSP, which outlines purposes without specifying precise obligations in contractual execution.



"Suppliers must use materials with less environmental impact for packaging and containers in their supplies. Biodegradable, recyclable, or any other material that has no or minimal impact on the environment should be used”.

Error and correction: Generic clause. It also does not specify what is considered "less impact”.



"Waste produced during the contracted work must receive appropriate treatment and contribute to sustainable development. During the work, the contractor must properly manage all waste produced, especially packaging, prioritising, first, the reduction or elimination of waste, especially plastic, its reuse, and finally, recycling, moving to its subsequent recovery. Products must be recycled, and reusable packaging should be used wherever possible".

Error and correction: Waste management is a legal obligation, and the recycling and use of reusable packaging "wherever possible" is very generic. There is no specific obligation.



"The compliance of the awarded bidder's proposal with everything that was evaluated according to the award criteria established for the contract".

Error and correction: The document confuses an award criterion with a special execution condition.



"The promotion of product recycling and the use of reusable packaging".

Error and correction: This has the same generality issue mentioned earlier. Additionally, the use of the verb "promote" does not constitute a binding obligation.



"The bid winner will carry out adequate disposal of organic products, packaging and waste for environmental protection, and, in general, selective collection of waste generated during the contract execution to deposit it in authorised waste management points or systems based on the product".

Error and correction: The reiteration of a legal obligation as a special execution condition.



"Meet at least one of the conditions specified below:

Create environmentally friendly products:

Use fully or partially recyclable materials: plastics, wood, particleboard panels.

Reduce transportation and packaging impacts.

Ensure package size matches the ordered products to reduce vehicle numbers and CO₂ emissions".

Error and correction: The clause is vague and lacks enforceable obligations.



"The contract is subject to compliance with current legal, regulatory, and conventional provisions regarding tax, social security, environmental protection, employment protection, gender equality, prevention of harassment, working conditions, occupational risk prevention, labour market insertion of people with disabilities, and the obligation to hire a specific number or percentage of disabled people, particularly those established by the most recent collective sector agreement in the lowest applicable sector of the contract activity."



"Environmental protection regulations must be complied with".

Error and correction: A special execution condition is not meant to merely remind contractors of their legal obligations. Additionally, it reiterates the content of Article 201 of the LCSP.

4.7. Contract verification systems

Each obligation set in the documents must be associated with a verification system. In other words, the contracting authority should define how it will verify compliance with environmental obligations in a timely and appropriate manner.

Verification systems should be established for both the tender and execution phases.

The tenders studied do not systematically establish verification mechanisms.

It is recommended attaching a checklist-type sheet to the documents that includes each obligation with its respective verification system³⁷. This practice allows companies to prepare their bids better by having a clear view of all environmental obligations and aids the contract manager in monitoring and control.

³⁷ This is because the “check-list” sheet in the tendering phase is not part of the offer, so the contracting committee cannot exclude a bidder for not completing it. Therefore, it should be indicated as a guiding document; otherwise, its omission could lead to the exclusion of the bidder’s offer.

Contractual Obligation	Verification System (Tender Phase) Yes/ No	Verification System (Tender Phase)	Verification System (Execution Phase)
<p>Technical Specifications:</p> <ul style="list-style-type: none"> Sustainability criteria will be considered in the menu preparation, particularly the use of fresh and/or seasonal foods. Additionally, food waste is directly related to the sustainability of the food supply chain. For fruit as dessert, preferably specify which type (never less than 3 types per week). The fruit types comprising the monthly cycle should always be indicated, preferably seasonal fruit. Monthly menus will be designed with recipes depending on the season 	No	-	The awarded company must present the following documents periodically: Two weeks before starting the activity, the proposed menu must be provided to municipal technicians for appropriate suggestions/adaptations in accordance with the specifications in this document.
All contractual obligations	No	X	The Contracting Authority or its designated entity will conduct audits at each educational centre at least once every three months, randomly. These audits will be contracted out to an external company and carried out by licensed or certified technical personnel with experience in quality audits.
<p>Award Criterion: Environment – Carbon footprint reduction objective: 25 points awarded if food is transported within 1 km from the preparation centre to the consumption centre. For each additional km, 0.5 points will be deducted. (Location and distance to the supply centre must be sufficiently documented.) Technical Specification: Fruits and vegetables should be varied by season, fresh, whole, with no rot, of good appearance and size, and at the appropriate level of ripeness.</p>	Yes	Affidavit	To ensure effective tracking, the company will prepare a monthly activity report and service quality indicators, along with an annual activity report based on the data requested by the City Council. The company must also provide any additional information requested regarding the services provided.
<p>Award Criterion: Organic Ingredients. 0 to 20 points. The quantity per diner expressed in kilograms-litres/month of organic foods committed to being served in the menus will be evaluated. Zero points will be assigned to offers with no quantity commitment; two points will be awarded for each 500 grams-centilitres offered, up to a maximum of 20 points. Proposals with non-500 gram multiples (e.g., 1.2 kg, 3.12 kg) will not be accepted or evaluated. For clarification, proposals such as 1,000 kg, 3,500 kg, 4,000 kg, etc., will be accepted, while proposals such as 1,200 kg, 3,120 kg, 4,725 kg, etc., will not be accepted.</p>	Yes	<p>Affidavit Organic producers are subject to a control regime that issues certification, identified by a specific label. Foods included must have this identification label and be from certified producers. Monthly control of organic product quantities and suppliers will be carried out via purchase invoices for organic products, with organic and non-organic items clearly separated if listed on the same invoice.</p>	<p>Monthly control will be carried out on the quantities of organic products and suppliers using purchase invoices for organic products as follows:</p> <ul style="list-style-type: none"> Monthly summary in the format detailed in Annex I of this RFP. Invoices for organic products acquired for the kitchen, where these will be separated from non-organic products. If it is not possible and both organic and non-organic products appear on the same invoice, the two groups must be clearly segregated. Copy of the communication document to families, indicating the organic ingredients included in the menus. All documentation must be submitted within the first 10 days of the month following the relevant billing period. For catering companies certified as organic industry for the preparation of organic dishes under Regulation (EC) No. 834/2007, a monthly certificate must be issued indicating the kilograms of organic dishes produced in the previous month for work under this document.
<p>Special Execution Condition: The contractor must include in the monthly menu preparation organic foods representing at least 10% of the volume of non-mineral products, calculated by weight, of the total intake of agri-food products.</p>	Yes	Affidavit	The contract manager is responsible for monthly verification of compliance with the special execution condition.
<p>Technical Specification: Introduction of organic foods in the canteen. At least three days a week, a meal (starter, main course or dessert) must feature an organic primary ingredient. According to Article 2.2 of Regulation 1169/2011 on consumer food information, a “primary ingredient” constitutes more than 50% of the product. Organic foods are those meeting Regulation (EC) No. 834/2007 standards.</p>	No	-	<p>The awarded company must submit the following information to the City Council's Education Service twice a year:</p> <ul style="list-style-type: none"> The origin of food products according to origin rules in Regulation (EU) 1169/2011 on consumer food information or relevant product-specific regulations (meats, fish). Supporting documentation (invoices and reports with data) must be submitted accordingly.
<p>Technical solvency: Declaration that all the vegetables that make up the ordinary menus and the purées are of local origin (local being understood to be those from any town in the Pamplona basin or district). The declaration must be accompanied by a commitment to present, prior to 31 December 2019, a copy of the contract signed with the suppliers, in the event of being awarded the contract, in accordance with the model in Annex no. 5</p>	Yes	Affidavit	<p>The successful tenderer must, by 30 July of each year of the contract, submit a report justifying the fulfilment of the following aspects:</p> <ul style="list-style-type: none"> That all the vegetables that make up the ordinary menus and the purées are of local origin (local being understood to be those from any town in the Pamplona basin or district). A copy of the contract signed with the suppliers must be attached.
<p>Special Execution Condition: A fully organic menu must be served once a week, changing weekly to alternate between different food groups: rice, pasta, vegetables, pulses, greens, fruits, dairy, cereals, etc.</p>	Yes	Affidavit	<p>Monthly submissions to the contract manager:</p> <ol style="list-style-type: none"> Monthly: <ol style="list-style-type: none"> Invoices, delivery notes or labels verifying organic products used. Organic menus programming.
<p>Award Criterion: Waste and Recycling Plan: a) Management methods for organic waste and fat waste produced in the kitchen, classification and collection methods for both generated waste and cleaning products. b) Supervision and control methods for plan implementation. A minimum threshold score applies: minimum 1.5 points on the Waste and Recycling Plan (non-compliance results in exclusion).</p>	Yes	Affidavit / The plan itself	<p>End-of-school-year submission to the contract manager:</p> <ol style="list-style-type: none"> Justification report on compliance and implementation of the submitted work, quality and waste management plans.

Table 4: “Check-list” verification system

4.7.1. Examples of clauses with errors and suggested corrections



“To ensure the correct execution of the contracts, the school principal or a designated person will be responsible for the contract. The contract manager is responsible for monitoring its execution, as well as taking any necessary actions to impose penalties for non-compliance.”

Error and correction: Simply designating a party responsible for contract compliance during execution is insufficient. To make this monitoring effective, the manner in which it will be carried out should be specified.



“Monitoring meetings may be held, which the company is required to attend”.

Error and correction: The wording is vague and does not ensure that these meetings will actually take place, nor does it specify how they should be held.



“The person responsible for the contract will be the coordinator of the Social Welfare Department of the Siero City Council, who will oversee its execution, make necessary decisions, and issue instructions to ensure proper fulfilment of the agreed service, with the functions outlined in Article 62 of Law 9/2017, dated 8 November, on Public Sector Contracts, specifically as follows:

- Conduct material monitoring of contract execution to confirm that the contractor meets its obligations as agreed in the contract.
- Verify compliance with the contractor's social, tax and environmental obligations, and, where applicable, with those concerning subcontractors, as well as any obligations in the contract requiring documentation or administrative processes.
- Convene necessary meetings to resolve any issues arising in contract execution, without prejudice to the contracting authority's resolution using the contradictory procedure established in Article 97 of the General Regulations on Public Procurement Law.

- Provide the contractor with appropriate instructions to ensure effective contract compliance as agreed, which are immediately enforceable if they affect personal safety or if delays could render them irrelevant. In other cases, if the contractor disagrees, the contracting authority will decide on the action to take, without prejudice to possible compensation.
- Propose penalties for contractual non-compliance.
- Provide information for damage claims resulting from contract execution.

For this purpose, the awarded entity must appoint a person responsible who will keep the contract manager constantly informed about all matters regarding the contract's progress. Additionally, coordination and monitoring meetings on the contract's general development may be arranged with the awarded entity."

Error and correction: To establish an effective monitoring system, it is insufficient to simply outline the responsibilities of the contract manager; the measures that will be implemented to monitor compliance with the clauses should also be expanded on.

5. Final reflection

The study reveals that there is still significant room for improvement and consistency in the environmental focus of school canteen tenders. Specifically, the public tenders analysed rarely incorporate sustainability as a primary objective within the contractual scope. It was determined that environmental integration in the specifications primarily occurs through technical specifications, followed by award criteria. However, a more detailed analysis of the content of these technical specifications suggests that this initial impression should be nuanced due to various defects in their wording. In this regard, it is essential to avoid duplicating requirements, refraining from reiterating legal obligations, not drafting obligations in discretionary terms, and addressing certain conceptual errors³⁸.

Setting minimum requirements using technical specifications is considered good practice, as these can serve as a basis for establishing more stringent standards throughout the award criteria.

³⁸ For example, confusing the term "local producer" with "local supplier" when the intention is to have local products.

Most of the tenders studied comply with the general rule of Article 145 of the LCSP regarding award criteria (price and quality). However, cases of non-compliance with weighting have been detected, where price has been assigned 100% weight in tenders subject to Article 145.4 of the LCSP. Beyond that, the study demonstrates that it is not only essential to include an environmental criterion but also to assign it sufficient weight to ensure the desired impact.

It has been observed that, generally, environmental obligations lack a verification mechanism to monitor their timely and proper fulfilment.

Following the spirit of William Thomson Kelvin's phrase, "What gets measured gets improved," it can be concluded that conducting quantitative studies, such as this report, is essential to understanding the current situation accurately and advancing effectively towards the greening of public procurement.

6. Annexes

6.1. Award criteria: groups 3, 4, and 5

- Third Award Criterion

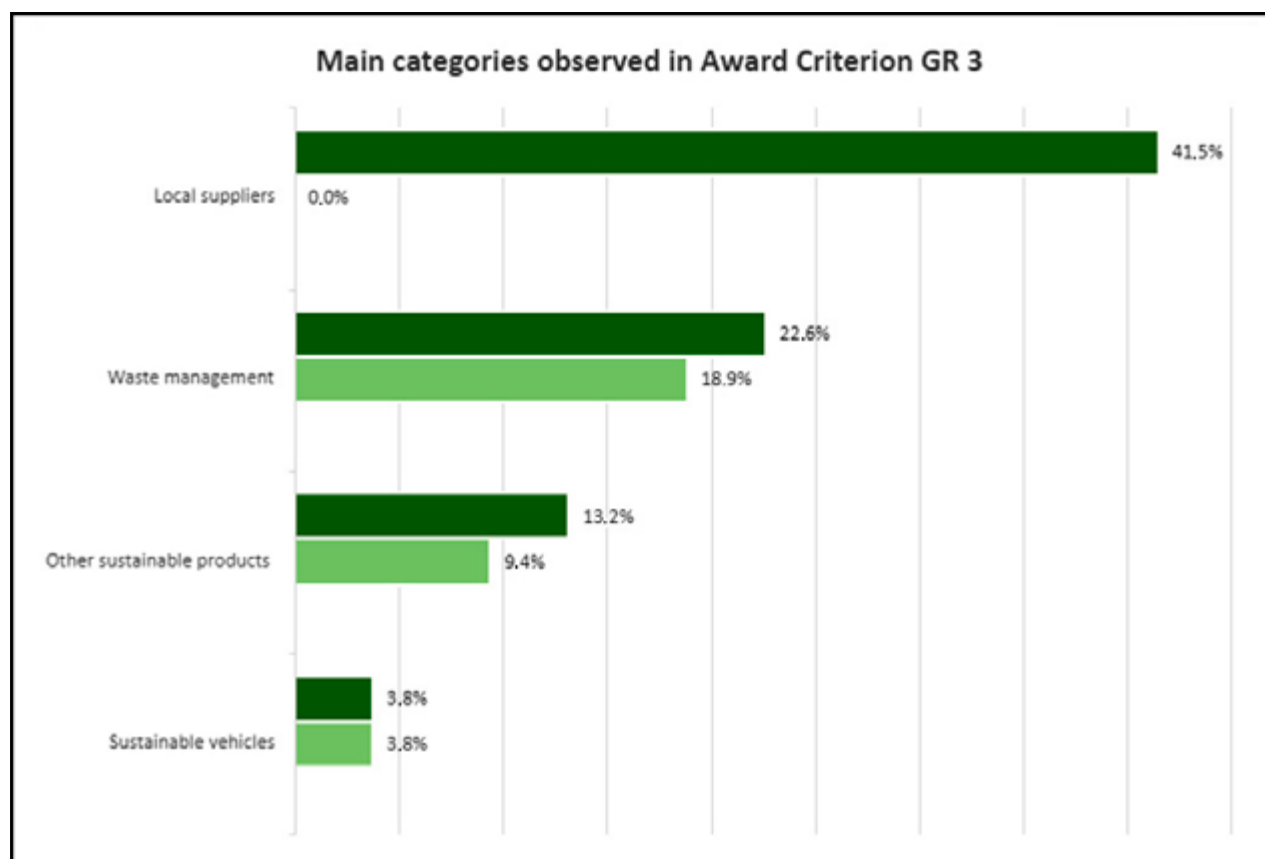


Illustration 14: Main categories observed in the Group 3 award criteria

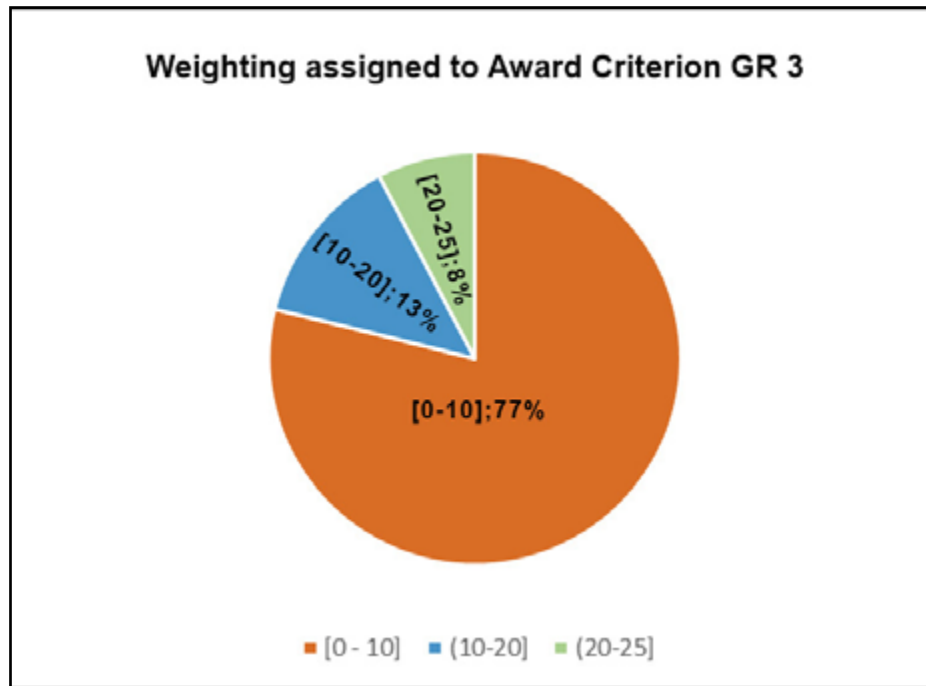


Illustration 15: Weighting assigned to the Group 3 award criteria

- Fourth Award Criterion

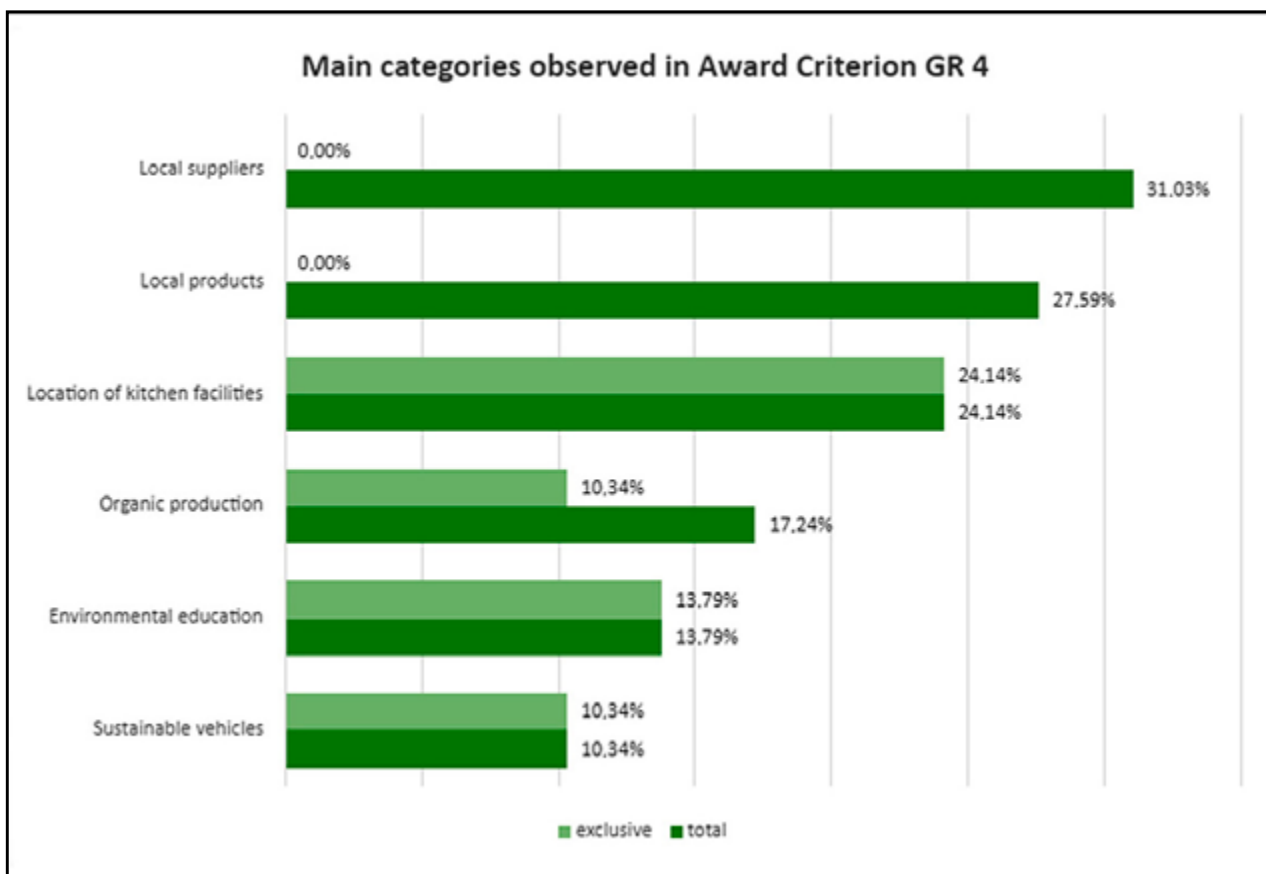


Illustration 16: Main categories observed in the Group 4 award criteria

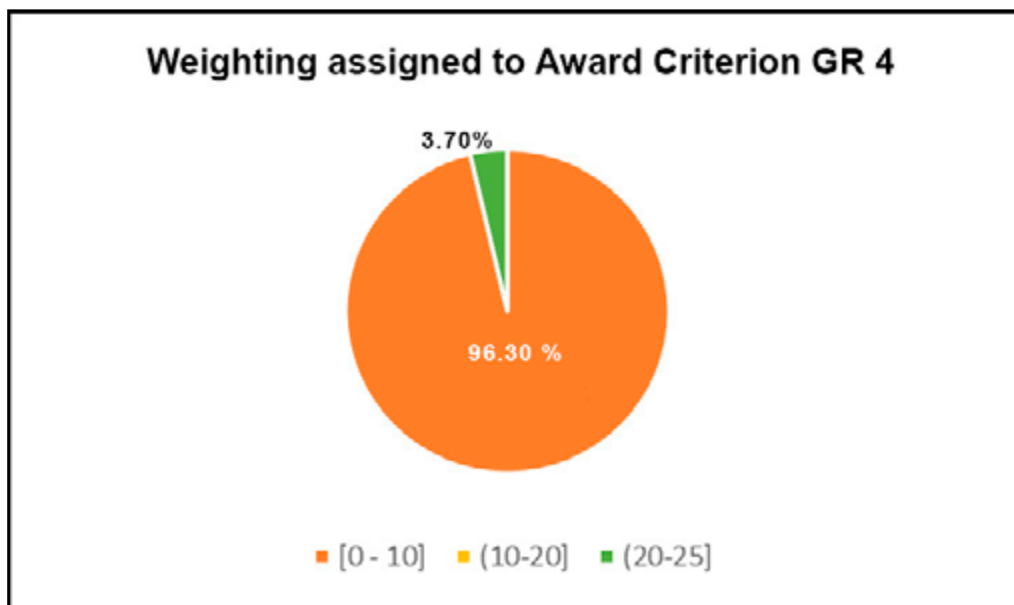


Illustration 17: Weighting assigned to the Group 4 award criteria

- Fifth Award Criterion

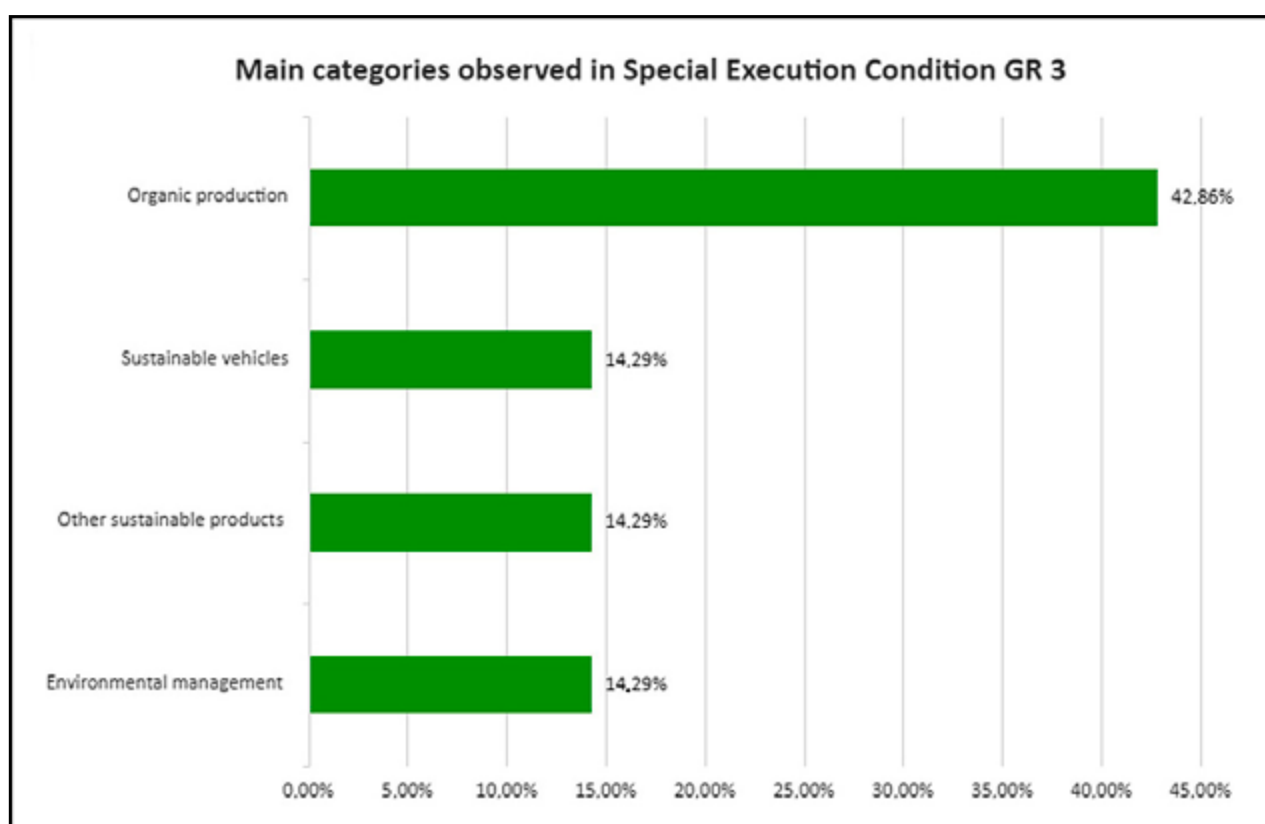


Illustration 18: Main categories observed in the Group 5 award criteria

Regarding the weighting of this fifth group of award criteria, 100% of cases range between 0 and 10 points.

6.2. Special execution conditions: groups 3, 4, and 5

- Special Execution Conditions Group 3

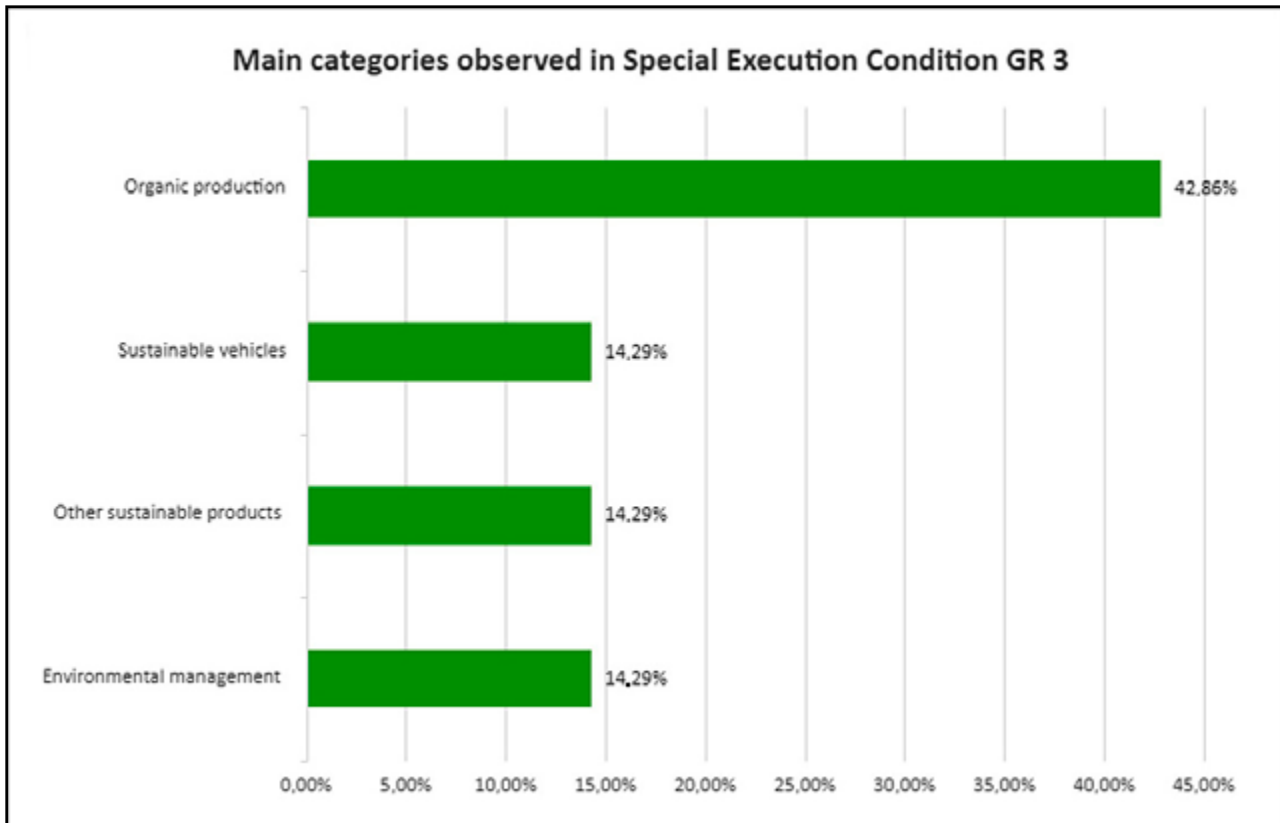


Illustration 19: Main categories observed in the Group 3 special execution conditions

- Special Execution Conditions Groups 4 and 5

Only one tender was observed that includes both a fourth and a fifth special execution condition.