

# ELEVATING REUSE IN CITIES PROJECT

## REDUCING SINGLE-USE PLASTIC PACKAGING IN PUBLIC PROCUREMENT



---

# TABLE OF CONTENTS

---

<b>CONTEXT AND GOALS</b> .....	2
METHODOLOGY FOR THE IMPLEMENTATION OF A “PUBLIC PROCUREMENT WITHOUT SINGLE-USE PLASTIC” POLICY .....	9
EXAMPLES OF PRIORITY PROCUREMENT CATEGORIES .....	17
EXAMPLE OF A “SET OF STANDARD CONTRACTUAL CLAUSES ON SUPP” FOR LOCAL AUTHORITIES .....	23
EXAMPLE PROCUREMENT CONTRACT DOCUMENTS: CATERING IN THE AREA OF EDUCATION (CCTP [technical specifications]) + CCAP [special conditions of contract]) .....	24

---

# CONTEXT AND GOALS

---

## 1.1 PRESENTATION OF THE PROJECT “ERIC” AND THE LEVER OF PUBLIC PROCUREMENT

---

- ▶ The **ERIC – Elevating Reuse in Cities** project is a European initiative funded by the Plastics Solutions Fund which is coordinated by Zero Waste Europe and led in France by Zero Waste France. It aims to support local authorities in Europe with implementing ambitious policies for the **prevention of single-use plastics and the development of reuse** by harnessing the levers directly at their disposal: the organisation of events, the management of public buildings and equipment, the management of the public sphere, and **public procurement**.

The first phase of the project (2023-2025) supported 30 European local authorities in developing **Plastic Prevention Plans (PPPs)**, and incorporated specific measures designed to limit the use of single-use products and encourage reuse at the local level.

The second phase (2025-2028) builds on this momentum with a smaller group of **10 dedicated local authorities which are home to approximately 4 million people**: Ljubljana (Slovenia), several Catalan municipalities (Spain), Brussels (Belgium), **the Lyon and Nantes metropolitan areas and the city of Bordeaux** in France and two cities in Portugal. This phase aims to consolidate the existing policies and test specific solutions for the reduction of single-use packaging.

From 2025-2026, Zero Waste France’s contribution in France has focused specifically on **public procurement**, and specifically on **reducing single-use plastic packaging (SUPP) in the area of local government procurement**.

### **Why focus on public procurement?**

Public procurement is a strategic lever for reducing the use of single-use plastic packaging, as it accounts for a **significant volume of purchasing and has a lasting impact on supplier practices**. Through their technical and contractual requirements, local authorities can steer offerings towards solutions with a lower use of plastic, encourage the eco-friendly design of products, and help standardise practices for reducing packaging across numerous areas (office supplies, IT, catering, equipment, cleaning products, etc.).

► **Taking action on public procurement allows authorities to:**

- **Send a clear signal to the market on the importance of reducing single-use packaging;**
- **Encourage innovation and the development of alternatives (bulk, reuse, recyclable packaging or the avoidance of packaging);**
- **Reduce waste management costs for local authorities;**
- **Contribute to national and European regulatory targets for reducing the use of plastic;**
- **Highlight more sustainable practices to a wide network of suppliers.**

By gradually integrating requirements for the reduction of SUPP into their procurement contracts, local authorities can therefore take structural action on the use of plastic as a result of their activities and strengthen the consistency of their waste prevention policies.

This document forms part of this approach, and aims to identify operational tools to support public procurement officers in integrating contractual clauses that support a reduction in the purchasing of single-use plastic packaging.

---

## 1.2 CHALLENGES OF REDUCING SINGLE-USE PLASTIC PACKAGING

---

- ▶ Single-use plastic packaging (SUPP) accounts for a significant share of household and related waste, with recycling rates which remain low (only 26% in 2025<sup>1</sup>, a long way off from the European target of 50%). In France, of the 4.5 million tonnes of plastic used each year, 3.3 million tonnes continue to be disposed of in landfill sites or incineration plants<sup>1</sup>.

The effects of this are as follows:

- **Environmental:** pollution of land and aquatic environments, contribution to greenhouse gas emissions, dispersal of microplastics.
- **Health:** potential exposure to specific endocrine-disrupting plastic additives.
- **Economic:** costs of collection and processing as well as cleaning of public spaces for local authorities.

Local authorities are faced with a dual challenge:

- **Setting an example:** through their in-house procurement, buildings, events, catering services, etc.
- **Leveraging economic stakeholders** (service providers, event organisers, suppliers, etc.) through public procurement.

Reducing SUPP in public procurement can only succeed when the **internal governance is clear, structured and shared**.

This document aims to propose an operational model which takes the following into account:

- A potential lack of human resources for monitoring purposes,
- The absence or inadequacy of internal tools (information system for procurement tracking),
- The variety of procurement categories,
- The need to train procurement officers and specifiers,
- And the long timeframe inherent to public procurement (the outcomes of actions to reduce single-use plastics aren't always immediately clear).

---

## 1.3 APPLICABLE LAW

---

### ► European law

#### Definition of single-use plastics – European regulatory framework

The concept of single-use plastics (SUP) is defined at the European level by Directive (EU) 2019/904 on the reduction of the impact of certain plastic products on the environment, known as the Single-Use Plastics Directive (SUPD).

A **single-use plastic product** is defined in the Environmental Code as: “a product that is **made wholly or partly from plastic** and that is not conceived, designed or distributed on the market to accomplish, within its life span, multiple trips or rotations by being returned to a producer for refill or re-used for the same purpose for which it was conceived”.

Simply put, it is therefore a **product which is designed to be used only once, or for a very short time, before being thrown away**, and not a product conceived to be reused for the same purpose.

It is important to emphasise that the directive also specifies that **products which contain plastic, even to a limited degree, fall within the scope of the regulation**. This specifically includes **paper or cardboard items which have a coating or layer made of plastic** (such as some food packaging), and which are also considered to be single-use plastic products within the meaning of the directive.

This definition is the **common reference point** used in this report for the classification of single-use products and packaging, and for analysing measures for reduction, substitution or reuse implemented in the area of public procurement.

**Directive (EU) 2019/904, the Single-Use Plastics Directive (SUP), stipulates the following on single-use plastics:**

- Prohibitions on placing certain products on the market (cutlery, plates, straws, beverage stirrers, specific expanded polystyrene containers, etc.);
- Targets for reducing the use of specific products (cups, food containers);
- Marking requirements and extended producer responsibility.

#### European Regulation on “Packaging and Packaging Waste”

The Packaging and Packaging Waste Regulation (PPWR) of 19 December 2024 is entering into effect gradually.

Some of the requirements (non-exhaustive) that the PPWR imposes in terms of reduction (prevention of waste) and reuse are as follows:

- **Reduction (Article 10):** the weight and volume of packaging should be reduced to a minimum. This reduction must be documented and included in the technical documentation for the packaging. The methods for assessing the reduction will be published at a later date (no later than February 2027). The regulation prohibits double walls, false bottoms, and unnecessary layers. The reduction requirements will enter into effect on 1 January 2030.

Article 43 stipulates that **Member States must reduce the amount of packaging waste produced per capita compared with the 2018 level:**

- by 5% by 2030
  - by 10% by 2035
  - and by 15% by 2040.
- 
- **Reuse (Article 29):** The targets on reuse relate to transport packaging (pallets, foldable-plastic boxes, boxes, trays, plastic crates, intermediate bulk containers, pails, drums and canisters of any size or material, including flexible formats or pallets, etc.). The first deadline, 1 January 2030, sets targets ranging from 10% to 100% (for the transport of goods between different sites or within the same company) for reusable packaging as part of a reuse system. **The 100% target on reuse applies to the transport of goods between different sites or within the same company.** The following packaging is exempt from Article 29: packaging used for transporting hazardous products, large-scale machinery and equipment, or goods for which such packaging is specifically intended, flexible packaging, alcoholic and non-alcoholic beverages, and grouped packaging in the form of boxes and cardboard boxes.

**Only some categories of packaging are subject to reuse targets:**

- **Beverages** (alcoholic and non-alcoholic): 10% by 2030, 25% by 2040;
- **Packaging used for transporting products:** 40% by 2030, 70% by 2040, excluding cardboard boxes;
- **“Grouped” packaging** which is used for presenting products in sets: 10% by 2030 and 40% by 2040, also excluding cardboard packaging.

## French law – AGECE Act, EGALIM Act and associated legislation

### Act of 10 February 2020 on the prevention of waste and the advancing of the circular economy (the AGECE Act).

- In particular, this act stipulates the phasing out the market distribution of all single-use plastic packaging by 2040, with targets set for specified periods.
- In this respect, the targets are set for the reduction and reuse of plastic packaging in stages (2021–2025, 2025–2030, etc.).
- **Article 58 of the AGECE Act: obligation for public procurement officers to acquire goods from reuse, repurposing or containing recycled materials, specified by decree and order, and supplemented by a guide to the implementation of article 58.**
- Decrees and orders from 2024, specifying:
  - the minimum percentages for goods derived from reuse / recycled materials by product category;
- The list of products concerned;
- **The ban on the French state from purchasing certain single-use plastic products** (also to be rolled out to local authorities via SPASER, the French national scheme for the promotion of socially and environmentally responsible public procurement, and through sustainable purchasing).

### Law of 30 October 2018 (EGALIM Act), supplemented by the Climate and Resilience Law, stipulating, in particular, a gradual ban on single-use plastic containers used in education catering settings (2025 to 2028).

- The regulation stipulates a gradual phasing out of plastic containers that are used in the preparation and serving of meals:
  - 1 January 2025: ban on plastic food containers in education catering services within local authorities that have more than 2,000 inhabitants;
  - 1 January 2028: extension of the ban to all local authorities.

This applies to trays, food containers, lids, plates and other plastic containers used for cooking, reheating and serving meals.

- **Ban on plastic water bottles**

The provision of single-use plastic water bottles is prohibited in education catering services, except where local drinking water is unable to guarantee the health and safety of users.

- Overall goal of reducing single-use plastics

These measures are part of the national plans for reducing single-use plastic packaging, as outlined in the AGECE Act, which has the goal of ending the distribution of plastic packaging on the market by 2040, with intermediate steps to support:

- The use of reusable containers
- The replacement of plastic with recyclable or plastic-free materials
- A reduction in the volume of packaging generated by public catering

These provisions contribute directly to the goals of waste prevention and the development of reuse which apply to the packaging which is used in education catering services.

---

## 1.4 SCOPE OF SINGLE-USE PLASTIC IN PUBLIC PROCUREMENT

---

- ▶ Within the context of the **Elevating Reuse in Cities (ERIC)** project, which aims to target the area of public procurement, it is important to clarify that any reference to the **reduction of single-use plastic** relates exclusively to **single-use plastic packaging**.

This shared framework enables practices to be harmonised, contractual clauses to be clarified, and indicators to be measured consistently across local authorities.

The list provided below is **not exhaustive**, but provides a common basis for identifying some of the packaging which may be relevant in various public procurement contracts.

### Packaging that comes into contact with food

- Plastic films
- Disposable trays (PP, PET, PLA, bio-based)
- Lids
- Individual pots
- Disposable lids
- Individual pouches
- Disposable plastic cups
- Disposable bottles

### Grouped packaging

- Plastic pouches
- PE/PP bags
- Blister packs
- Plastic outer packaging

### Logistics packaging

- Stretch film for pallets
- Pallet covers
- Bubble wrap
- Air cushions
- Securing films

### Special case: “bio-based” plastic

Bio-based plastics (PLA, PHA, starch) are **not recommended as an alternative** by the ERIC project. This is in agreement with the classification of these materials by the French DGCCRF (Directorate General for Competition Policy, Consumer Affairs and Fraud Control) as being “**misleading substitutes which claim to be free of plastics made from bio-based materials, but which in reality contain plastic.**”

The contractual clauses can thus be interpreted as aiming to restrict or ban single-use bio-based plastics (which are subject to the bans stipulated in the AGEC Act in the same way as other plastics.)

---

# METHODOLOGY FOR THE IMPLEMENTATION OF A “PUBLIC PROCUREMENT WITHOUT SINGLE-USE PLASTIC” POLICY

---

---

## 2.1 INTERNAL GOVERNANCE

---

- The reduction of SUPP in public procurement is facilitated by **clear, structured and shared internal governance**. In this respect, our aim is to propose an operational model which takes the following realities into account that are common to many local authorities:
- A lack of human resources for monitoring,
  - An absence or inadequacy of internal tools,
  - The wide variety of procurement categories,
  - The need to train procurement officers and specifiers.

---

## 2.2 WHY SPECIFIC GOVERNANCE?

---

- Discussions with the three local authorities participating in the ERIC project (Lyon metropolitan area, Nantes metropolitan area and the city of Bordeaux) highlighted several key points:
- The need to carry out **upstream sourcing** to identify the solutions available for the specific area and the conditions for their implementation,
  - **Monitoring the implementation is complex and frequently fails to take place, as the current procurement information systems do not allow for the identification of procurement contracts containing contractual clauses for the reduction of SUPP,**
  - **Specifiers require training on alternatives to plastic,**
  - The transition from a contractual clause to a measurable impact requires **interdepartmental coordination.**

---

## 2.3 PROPOSED ROLES AND RESPONSIBILITIES

---

### ► Procurement department

Role: primary contact point for the scheme;

Responsibilities:

- Incorporate requirements for reducing or eliminating single-use plastics into standard tender documents (DCE [consultation file], CCAP [special conditions of contract], CCTP [technical specifications]),
- Ensure legal compliance,
- Draw up and manage the “set of standard contractual clauses”,
- Ensure sensitive procurement contracts include adapted contractual clauses,
- Train procurement officers,
- Collect data,
- Support the sourcing.

### Services of specifiers

Role: operational staff in the field;

Responsibilities:

- Articulate key technical requirements (--> to this end, it is useful to arrange meetings with them to hear their views on the feasibility of establishing a contractual clause for reducing SUPP),
- Anticipate any logistical constraints surrounding reuse,
- Monitoring service compliance,
- Report any discrepancies observed.

### Internal “plastic reduction” leader (at metropolitan/city or local authority level)

Role: technical expert and interdepartmental coordinator;

Responsibilities:

- Share best practices across departments,
- Support the sourcing,
- Ensure the consistency of the practices,
- Centralise the feedback from the field,
- Ensure that the “set of standard contractual clauses” is kept up to date,
- Contribute to inter-local authority collaboration (as part of the ERIC project).

## Economic operators (suppliers/service providers)

### Responsibilities:

- Provide compliant solutions
- Provide proof of compliance with the contractual clauses (photos, traceability records, reporting, etc.)
- Propose innovations or adaptations to ensure the greatest possible reduction in single-use plastic packaging (materials, reuse, new equipment, etc.)

---

## 2.4 TRAINING PROCUREMENT OFFICERS AND SPECIFIERS: A KEY REQUIREMENT

---

### ► Goal of the training

- Learn about the **current and upcoming regulations** (SUPD, AGECE, EGAlim, PPWR, etc.)
- Understand/learn about the **existing solutions in the area** (reuse solutions, etc.)
- Learn how to **draft or amend a CCTP document** [technical specifications],
- Learn how to **monitor** the proper implementation of a service in the field,
- Understand the **logistical effects of the reorganisation** surrounding reducing the use of single-use plastic packaging.

### Recommended format:

- Half-day in-house training for procurement officers, half-day for specifiers (tailored to their profession)
- Provision of useful guidance materials
- Participation in the Fresque des Achats Publics Durables [workshop on sustainable public procurement]
- Participation in the MOOC gratuit sur les achats durables [massive open online course on sustainable procurement]

---

## 2.5 PROVISION OF AN INTERNAL SET OF STANDARD CONTRACTUAL CLAUSES

---

### ► Role of the set of standard contractual clauses

As part of the ERIC project, the Nantes metropolitan area decided to use a “set of standard contractual clauses” to assist procurement officers in incorporating environmental concerns into their public procurement contracts, particularly in terms of reducing single-use plastic packaging (SUPP).

The set of standard contractual clauses is a methodological tool consisting of a **structured set of standard contractual clauses ready to be incorporated into public procurement contracts** (CCTP [technical specifications], CCAP [special conditions of contract], RC [liability], etc.). It consists of a shared framework of reference which is designed to **harmonise procurement practices and provide a legal basis for incorporating environmental goals**. The set of standard contractual clauses not only provides legal wording, it also provides explanations on the purpose of the contractual clause, its level of stringency, the conditions under which it applies, as well as example monitoring procedures and required forms of proof.

In terms of the ERIC project, this tool aims to **make the process of rising to challenges for the reduction of plastic more effective by simplifying the work of procurement officers and specifiers**. To date, in the Nantes metropolitan area, two contractual clauses regarding the reduction of SUPP have been approved:

- A contractual clause providing for a strict ban on SUPP in the implementation of the procurement contract where relevant;
- A contractual clause incorporating a penalty mechanism in the CCAP [special conditions of contract] accompanied by a mechanism for monitoring the implementation of the procurement contract.

### ► Targeted use based on contractual relevance

The set of standard contractual clauses is not designed to be applied uniformly to all supply contracts. **The contractual clauses should be used only when relevant, following a needs analysis and supplier sourcing beforehand**. This approach ensures the technical and economic feasibility of the requirements.

For example, in IT procurement contracts: some companies are able to eliminate the use of plastic packaging with computer workstations and replace it with alternative solutions, such as cardboard or kraft paper. In this type of situation, including a contractual clause relating to reducing SUPP can be realistic and effective.

### ► A living tool, brought to life over time

The set of standard contractual clauses is designed as an **evolving tool** to be regularly added to so as to reflect advancements in responsible procurement practices and maintain its management ownership.

Its visibility is a key priority: in the Nantes metropolitan area, it **will feature prominently on the website for the metropolitan area** (procurement intranet) with a new design aimed at improving its accessibility and readability for users.

- ▶ **The management of the set of standard contractual clauses is based on several levers:**
  - **The regular publication of new contractual clauses** to demonstrate that the tool is active and constantly evolving;
  - **The organisation of topic-based workshops with management teams** (on zero plastic or digital solutions, for example) to identify needs and operational hurdles;
  - **Regular communication** initiatives take place (e.g., quarterly) to remind stakeholders of the existence of the set of standard contractual clauses and to present newly available contractual clauses.

As an example, a launch meeting on the set of standard contractual clauses relating to “buildings” (one of the eight identified sub-topics) was organised with all relevant stakeholders (sustainable development team, project managers and heads of works departments). These discussions help identify contractual clauses best suited to current procurement contracts and to develop formulations that can actually be used by procurement officers. In the case of the topic of zero-plastic, the goal is to propose contractual clauses that are of a sufficiently general nature to be adapted to different types of procurement contract while remaining operational.

- ▶ **A lever for consistency in reducing SUPP**

The set of standard contractual clauses is therefore a **central tool for the structuring of the approach and a lever for ensuring consistency between the different departments**. By providing a common framework of reference for contractual clauses along with alternatives and varying levels of requirements, it enables the gradual integration of the targets for the reduction of single-use plastic packaging into public procurement.

The contractual clauses may include, in particular:

- **Compulsory contractual clauses** for specific procurement segments identified as a priority;
- **Optional contractual clauses** depending on the maturity level of the supplier contract;
- **Rating criteria** incorporating the reduction of packaging;
- **Procedures for tracking and monitoring** the implementation;
- **Examples of supporting documents or proof** may be requested from service providers.

► **General principles for integrating environmental contractual clauses:**

- Contractual clauses aligned with regulations (SUP directive on single-use plastics, AGECE Act, EGAlim Act, etc.).
- Reuse as the priority: contractual clauses must support reuse whenever possible.
- Proportionality: contractual clauses adapted to the purpose of the procurement contract, the level of maturity of the sector, and the conclusions of the sourcing.
- Simplicity and manageability: a clause which cannot be applied or is unmanageable is considered ineffective.

---

## 2.6 PROCUREMENT INFORMATION SYSTEM

---

► A common situation: public sector employees want to include environmental clauses in contracts, but a **significant challenge remains: the monitoring of the implementation.**

**Several local authorities find themselves facing a major hurdle:**

- They lack an **information system** that would allow them to identify procurement contracts containing contractual clauses for the reduction or elimination of single-use plastic packaging,
- Inputting this data into a new tool (such as Excel) requires manually leafing through hundreds of procurement contracts → a huge digitalisation task,
- It is impossible to automatically track the development of the number of contractual clauses or procurement contracts concerned.

**Possible short-term solutions:**

- Creation of a shared spreadsheet listing procurement contracts with a tag labelled “**reduction clause for SUPP: yes/no**”, and require each procurement officer to check this box before initiating the procurement contract,
- Saving of the contractual clauses on the reduction of SUPP in a single shared folder.

**Possible medium-term solutions:**

- Integrate a compulsory field “environmental criteria included? yes/no” into the procurement information system,
- Add an “**SUPP/reuse**” tag at the level of the procurement contract,
- Automatically generate an annual statement for SPASER.

**Possible long-term solutions:**

- Create an automated dashboard with:
  - number of procurement contracts that have SUPP clauses, ○ compliance rate,
  - Impact-related KPIs.

## 2.7 PRELIMINARY STEPS BEFORE INCLUDING CLAUSES

- ▶ Before including clauses to reduce single-use plastics in a public procurement contract, it is helpful to carry out a series of preliminary steps.

This guide from the [Arbe Région Sud](#) helps to integrate, examine, and manage alternative solutions in tender documents.

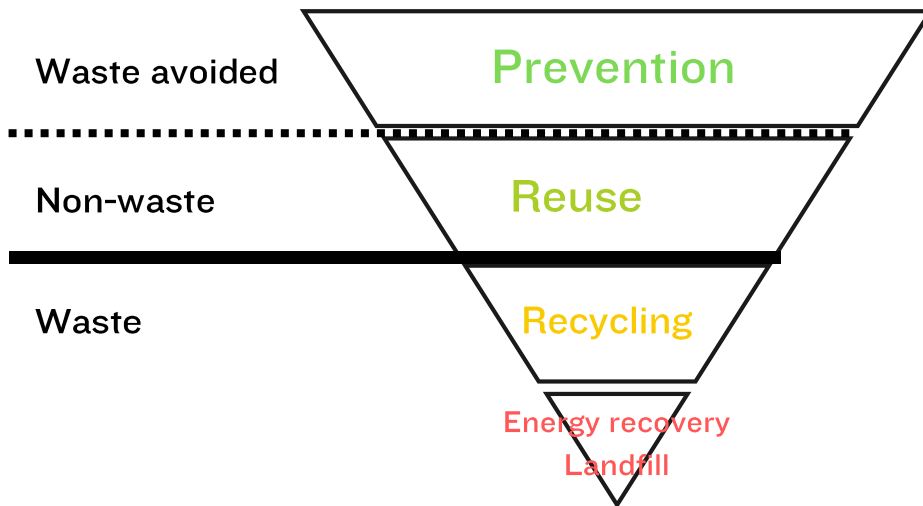
These preliminary steps allow us to:

- Avoid unrealistic or unapplicable contractual clauses,
- Ensure that local providers are capable of meeting the requirements,
- Understand the potential logistical constraints,
- Adjust the level of requirements according to the maturity of the contract,
- Lay the groundwork for future monitoring and indicators.

Sourcing	Logistics study	Testing of solutions	Budgetary analysis	Selection of a pilot procurement contract	Alignment of services
<p>Identify relevant suppliers: understand the available offerings, identify providers capable of offering solutions without SUPP.</p> <p><b>Test prototypes</b></p>	<p><b>Questions to analyse before writing clauses.</b></p> <p>Example: return logistics → Who will collect the containers, and how often ?</p> <p>Storage → are facilities available for</p>	<p><b>This helps reduce risk before writing an overly demanding contractual clause.</b></p> <p>Example: testing of reusable trays, testing of stainless steel containers, simulations of cleaning processes, testing of recovery</p>	<p>Measures to reduce SUPP are sometimes expensive → <b>Compare several scenarios and consider:</b> visible and hidden costs, avoided costs (waste management), staff time, risks (non-compliance, penalties...)</p>	<p><b>Selection criteria for a pilot procurement contract:</b> mature contract (awareness raised), feasibility of implementation, potential for a significant reduction, supplier ready for change, motivated specifier</p>	<p><b>Before drafting the contractual clauses, it is useful to bring together:</b> procurement officers, waste management services, logistics service, HSE (health, safety and environment), site managers, environmental representatives, etc.</p> <p><b>This allows for:</b> the confirmation of the degree of ambition, the clarification of logistical constraints, the determination of how non-conformities are</p>

## 2.8 STRUCTURING PRINCIPLES

### ► Hierarchy of processing methods



#### **Technological neutrality:**

Do not impose a technical solution or a brand, but express the need in terms of environmental performance.

#### **Link to the subject matter of the procurement contract:**

The clauses must be linked to the subject matter or the conditions of performance of the procurement contract (legality criterion).

---

## 2.9 OPERATIONAL STEPS

---

► **Diagnostic:**

- Identify contracts containing SUPP (volume/tonnage issues + waste management costs).
- Identify procurement contracts renewed within 12-24 months.

**Definition of quantified targets per procurement category:**

- Example: - 80% of disposable cups at municipal events by 2026,
- Example: 100% of trays used in large-scale catering to be reusable or not single-use plastic by 2027.

**Elaboration of a set of standard contractual clauses for SUPP:**

- Standard clauses by procurement category.

**Integration into scheduling documents:**

- SPASER / responsible procurement policies,
- Local “zero plastic” plans.

**Training and support for procurement officers and specifiers:**

- Training on alternatives.

---

## 2.10 TRACKING THE IMPLEMENTATION AND MONITORING OF “SINGLE-USE PLASTIC” CONTRACTUAL CLAUSES

---

- ▶ Even with an excellent CCTP [technical specifications document], a service provider might advertise “zero single-use plastic” on paper but still use disposable plastic, fail to meet reuse commitments, fail to guarantee the return of containers, discreetly replace reusable packaging with disposable packaging, or provide non-compliant products in cases of overload or particular events.

The following issues have frequently been raised:

- Commitments not met by certain service providers (e.g., caterers),
- A lack of staff available to verify the proper execution.

**Key principle: targeted monitoring**

It is **impossible to monitor everything**. Local authorities lack the staff, the tools, and the time to be able to ensure a full monitoring

A more realistic approach would be to:

- **Target certain procurement contracts per year** (2 to 4, based on priority criteria, such as the potential plastic volume of the contract, pilot contracts, contracts with suppliers previously identified as “at risk”, high-visibility events),
- Use a **monitoring grid** (specific contract, supplier, contractual clauses to be monitored, list of proof to be collected, simple checkboxes: “yes”, “no”, “findings”).
- Organise **short on-site monitoring inspections** (10 to 20 minutes),
- Hold the service provider accountable by including the inspection in the CCAP [special conditions of contract],
- **Document any discrepancies** → photos + assessment form.

**Actions in cases of non-compliance:**

- Corrective action within X days,
- Graduated penalties,
- Possibility of termination in the case of repeat offences,
- Decision to change service providers.

---

## 2.11 SMART INDICATORS & MEASUREMENT STRATEGY

---

- ▶ A problem area identified by local authorities:
  - Difficulty in obtaining data (delays, information held by service providers, software unsuitable for quantitative tracking, etc.)

“SMART” indicators:

- Activity KPIs

- Number of procurement contracts including at least one clause on the reduction of SUPP (new procurement contracts awarded or renewed, over X years, as it is too broad to track all existing procurement contracts),
  - Total number of staff trained in “non-SUPP” procurement, ○ number of events monitored,
  - Compliance rate during field monitoring.
- ◆ Outcome KPIs (intermediate maturity):
    - Percentage of meals provided without single-use plastic packaging,
    - Percentage of reusable containers (in the pilot procurement contract),
    - Average number of reuse cycles for containers.
- Impact KPIs (advanced maturity):
    - Annual weight of SUP avoided,
    - CO<sub>2</sub> avoided through reuse.

### SMART rule adapted to local authorities.

**Specific:** Accurate measurement possible with current resources.

**Measurable:** Data available at the company or verifiable.

**Achievable:** Local authority capable of collecting without a complex IT system.

**Realistic:** Correlated with procurement contract activity.

**Time-bound:** Realistic quarterly or annual measurement

Within the ERIC project, we will initially focus on a collection of indicators in a **targeted and mature procurement contract for each local authority during the first year to conduct initial indicator measurements.**

**Goal: to measure several indicators over the 3 years of the ERIC project**

- Year 1: pilot procurement contracts only + simple KPIs
- Year 2: gradual expansion to other procurement contracts
- Year 3: consolidation + impact KPIs

### Coordination between local authorities

Priority action: reduce single-use plastic packaging in public procurement and support reusable alternatives.

This table was created to track key indicators (type of indicator, definition, calculation method).

---

## 2.12 SHARED TOOL FOR IMPACT MEASUREMENT

---

- ▶ Reference table of “0 plastic Paris” with weight equivalencies for each packaging.

# EXAMPLES OF PRIORITY PROCUREMENT CATEGORIES

► **Prioritising procurement contracts according to the following criteria:**

- Volumes of waste generated,
- Internal maturity,
- Supplier maturity,
- Ease of monitoring

## 3.1 CATERING (SCHOOLS, CHILDCARE CENTRES, ETC.)

► **Plastic products:**

Trays, films, dessert pots, water bottles, single-serve packets, disposable cutlery, individual sachets, etc.

**Goals**

- Elimination of single-use plastic trays and packaging for meals provided.
- Transition to reusable stainless steel containers and reusable cutlery.
- Elimination of single-use plastic water bottles (water dispensers + jugs + reusable water bottles).

**Possible contractual clauses (CCTP [technical specifications] / CCAP [special conditions of contract])**

CCTP [technical specifications] clause – prevention of single-use plastic packaging

“Meals provided under this procurement contract must be packaged in reusable containers without the use of single-use plastic packaging. Single-use plastic trays, films, lids, and other packaging materials are prohibited, except in cases of justified technical impossibility accepted by the contracting authority.”

CCTP [technical specifications] clause – organisation of the reuse loop

“The service provider shall implement a system for collecting, cleaning and reusing containers. The service provider shall describe the following in its technical report:

- the number of cycles;
- the transport and storage methods;
- the performance (breakage rate, estimated lifespan of the containers).”

**Award criteria – environmental performance of packaging (20–30%)**

- Sub-criterion 1: percentage of meals provided without SUPP (significant weighting)
- Sub-criterion 2: reuse strategy (organisation of logistics, local supply chains, jobs created)
- Sub-criterion 3: end-of-life of possible packaging waste (effective recyclability).

---

## 3.2 PROCUREMENT OF BEVERAGES, WATER DISPENSERS, CUPS, ETC.

---

### ► Goals

- End the procurement of single-use plastic water bottles by public services.
- Roll out water dispensers and reusable water bottles or eco-cups.

### Possible clauses

#### Clause – ban on SUPP

“The service provider is prohibited from providing single-use plastic water bottles. All beverages must be provided via reusable solutions (water dispensers, returnable bottles, reusable containers).”

#### Clause – Reusable cups

“The cups provided must be reusable and compatible with the available cleaning facilities or those offered by the service provider. The maximum number of guaranteed uses must be specified.”

---

## 3.3 EVENTS MANAGEMENT (SERVICES, EQUIPMENT, CATERING, ETC.)

---

### ► Goals

- No disposable cups at events supported or organised by the local authority.
- No personalisation of reusable containers.
- Significant reduction in single-use packaging for food service at events (stands, caterers).

### Contractual clauses

#### Clause - Commitment zero disposable plastic at the event

“The service provider undertakes to avoid using any single-use plastic products (cups, plates, cutlery, straws, bottles, trays, etc.) for any services provided at the event. They will prioritise reusable solutions.”

#### Criterion - Waste and packaging management plan (15-25%)

- Container reuse rate
- Deposit scheme
- Public awareness campaign.

This can be combined with a charter for zero plastic events **signed by the recipients of public funding.**

---

## 3.4 SUPPLIES AND LOGISTICS (STATIONERY, SUPPLIES, EQUIPMENT, ETC.)

---

### ► Goals

- Reduce plastic packaging for deliveries (bags, films, packing materials, etc.).
- Require multi-unit or bulk packaging whenever possible.

### Contractual clauses

#### Clause – Reduction of plastic packaging with deliveries

“The service provider will optimise the packaging and limit the use of plastic packaging to the bare minimum during deliveries. They will prioritise reusable or recyclable packaging, and avoid single-use plastics (except where specific regulatory requirements apply). The environmental report describes the types of packaging, their reuse, and their end-of-life management.”

#### Criterion – Delivery rate without single-use plastic packaging (10–15%)

This type of contractual clause is cited as an example in some regional publications and guides on plastics in public procurement.

---

# EXAMPLE OF A “SET OF STANDARD CONTRACTUAL CLAUSES ON SUPP” FOR LOCAL AUTHORITIES

---

---

## 4.1 GENERAL CLAUSES

---

► **Article X – Prevention of single-use plastic packaging**

“In the performance of this contract, the service provider undertakes to limit the use of single-use plastic packaging as far as possible and to prioritise prevention, reuse and recycling solutions. The service provider will describe the planned measures in its proposal.”

**Article X – Regulatory compliance**

“The service provider guarantees that its products and packaging comply with the current regulations concerning single-use plastics, and in particular with the AGEC Act, Directive (EU) 2019/904 and Regulation (EU) 2025/40. It undertakes to adapt its products in the event of regulatory changes during the term of the contract.”

---

## 4.2 MONITORING AND REPORTING CLAUSES

---

► **Article X – Indicators and annual report**

“The service provider shall submit an annual quantitative report on packaging used (number and type of items, estimated weight, proportion of packaging reused, proportion of packaging recycled). This information may be used by the local authority in its report on its sustainable development status.”

**Article X – Penalties**

“In the event of repeated failure to comply with the obligations to eliminate or reduce single-use plastics, penalties may be applied, without prejudice to the termination measures provided for in the CCAP [special conditions of contract].”

---

# EXAMPLE PROCUREMENT CONTRACT DOCUMENTS: CATERING IN THE AREA OF EDUCATION (CCTP [technical specifications]) + CCAP [special conditions of contract])

---

## 5.1 PURPOSE OF THE PROCUREMENT CONTRACT

---

► Procurement contract for the supply and provision of chilled meals – School catering

**Goal:** elimination of single-use plastic packaging + implementation of a reuse loop for containers.

This contract covers the preparation, packaging, delivery, and collection of meals served in the local authority's schools, with the aim of reducing and eliminating single-use plastic packaging, in accordance with:

- Directive (EU) 2019/904 on "Single Use Plastics",
- The AGECE Act of 10 February 2020,
- Regulation (UE) 2025/40 on Packaging and Packaging Waste,
- The strategy of the local authority concerning the circular economy and the prevention of waste.

---

## 5.2 GENERAL REQUIREMENTS CONCERNING PACKAGING

---

► Article X – General principle: the prevention of waste

The service provider shall prioritise the following (in ranking order):

1. Prevention: avoidance of all non-essential packaging;
2. Reuse: favouring of reusable containers;
3. Recycling: as a last resort, use of materials that are recyclable through local channels.

**Article X – Ban on single-use plastic packaging (SUPP)**

The following are prohibited, unless demonstrated by the service provider as technically impossible:

- Disposable plastic trays, including bio-based trays,
- Single-use plastic films,
- Individual plastic-coated dessert cups,

- Disposable plastic lids,
- Disposable plastic bottles (water or other beverages),
- Individual plastic bags,
- Any form of expanded polystyrene packaging.

Any exceptional use of a SUPP must be subject to a request for exemption, requiring prior written validation by the contracting authority.

#### **Article X – Acceptable alternatives**

The following are considered acceptable, subject to sanitary compliance:

- Reusable stainless steel containers,
- Stainless steel lids or recyclable rigid materials,
- Reusable trays (rigid plastics such as injection-moulded PP are permitted, but only if reusable over several dozen cycles),
- Paper/cardboard packaging without plastic film (except for direct food contact where a barrier that complies with the regulations is required).

---

## 5.3 ORGANISATION OF THE REUSE LOOP

---

► **Article X – Reusable container system**

The service provider shall implement, at its own expense or through co-investment:

- A portfolio of reusable containers,
- A deposit system or equivalent,
- A rotation (cycle) system guaranteeing availability and hygiene,
- Cleaning operations compliant with HACCP standards.

**Article X – Collection and return of containers**

The service provider shall ensure:

- The collection of empty containers either daily or several times a day,
- Their transfer to their cleaning facility,
- Their reintegration into the loop system.

The local authority shall provide the logistical information (schedules, volumes).

**Article X – Expected performance**

The service provider must guarantee:

- A minimum container reuse rate of 95% from the first year,
- and a maximum breakage rate of less than 2% annually.

These indicators will be the subject of the annual report (see CCAP [special conditions of contract]).

---

## 5.4 MEALS PACKAGING

---

► **Article X – Main dishes, side dishes, sauces**

To be packaged exclusively in reusable containers.

**Article X – Starters and desserts**

The products must be provided without individual plastic packaging.

Acceptable solutions:

- Multi-compartment stainless steel trays,
- Reusable glass containers,
- Compostable food paper without plastic film for specific dry products.

**Article X – Water and beverages**

The provision of water in disposable plastic bottles is strictly prohibited. The service provider will offer a choice of:

- Water supplied from the mains,

- The provision of water in returnable bottles,
- The provision of reusable jugs,
- Water bottles for teaching staff (optional)

---

## 5.5 DELIVERIES

---

► **Article X - Optimisation of pallet packaging**

The following are prohibited:

- Plastic overwrap films
- Disposable bags for logistical apportioning.

Solutions requested:

- Reusable pallets,
- Textile straps,
- Reusable covers.

**Article X – Frequency and planning**

The service provider will offer an organisation limiting:

- Empty returns,
- Superfluous waste streams that generate packaging.

---

## 5.6 MONITORING, TRACEABILITY AND REPORTING

---

► **Article X - Compulsory indicators**

The service provider will detail:

- Tonnage and type of packaging used,
- Reuse rate,
- Breakage rate,
- Average number of cycles per container,
- Emissions avoided (method provided in the appendix).

**Article X – Audits**

The local authority can carry out:

- Site visits,
- Quality checks of the cleaning process,
- Verifications of the absence of SUP.

---

## 5.7 PRICES AND FINANCIAL TERMS

---

- ▶ The price includes all services related to the reuse system, including:
  - The investment in the containers,
  - Cleaning, maintenance,
  - Return logistics.

---

## 5.8 MONITORING AND PENALTIES

---

- ▶ **Article X – Penalties for the use of prohibited packaging**

In the event of delivery with unauthorised SUPP

- €X per non-compliant delivery (example: €150),
- Reimbursement of costs for the local authority,
- Possibility of requiring a compliant alternative delivery within a specified timeframe (example: 4 hours).

- ▶ **Article X – Penalty based on reuse rate**

If: reuse rate < 95%.

penalty = 0.2% of the annual contract amount per percentage point of non-compliance.

- ▶ **Article X – Repeat infringements**

In cases of more than 3 infringements in one year, the contracting authority may:

- Issue a formal notice,
- Initiate termination proceedings at the service provider's expense (Article X of the CCAP [special conditions of contract]).

---

## 5.9 CLAUSES CONCERNING PROGRESS

---

- ▶ An annual committee sets:
  - The increase in the reuse rate,
  - The addition of new packaging-free products,
  - The integration of new indicators (carbon footprint, etc.).

## 5.10 AWARD CRITERIA

► Technical value: 60%. Price: 40%.

Sub-criterion	Weighting	Expected content
Quality of the reuse system	25%	organisation, sanitary quality, shelf life of containers
Percentage of packaging truly free of single-use plastic	20%	quantified commitments + proof of evidence
Logistics plan & environmental optimisation	10%	cycles, resource
Training & awareness plan	5%	staff + schools

### COMPLIANCE TABLE FOR “SINGLE-USE NON-PLASTIC PACKAGING”

This table must be included in the agreement or as an appendix to the CCTP [technical specifications]. The applicant must include all technical specifications.

Type of product provided	Packaging offered	Reuse (Yes/No)	No, of cycles guaranteed	Presence of single-use plastic (Yes/No)
Main course	3L stainless steel container	Yes	500	No
Starter	Rigid PP	Yes	200	No (reusable)
Yogurt	glass jar	Yes	40	No
Fruit	None	-	-	No
Water	Returnable dispenser	Yes	-	No



## ASSOCIATION ZERO WASTE FRANCE

1 passage Emma Calvé, 75012 Paris

- ▶ [contact@zerowasteFrance.org](mailto:contact@zerowasteFrance.org)  
[www.zerowasteFrance.org](http://www.zerowasteFrance.org)

Editor: Noémie Brouillard

- ▶ Publication: Noémie Brouillard  
Graphics and illustrations: Mora Prince - atelier c'est signé  
February 2026

- ▶ Unless stated otherwise, the texts and photos in this booklet are made available under the terms of the Creative Commons  
Not for commercial use - Share Alike 2.0 France (<http://creativecommons.org>)

Publication available in French here: <https://www.zerowasteFrance.org/publication/projet-elevating-reuse-in-cities-reduire-les-emballages-en-plastique-a-usage-unique-dans-la-commande-publique/#>

