

COMMONWEALTH OF MASSACHUSETTS
STATE ETHICS COMMISSION

SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 25-0003

IN THE MATTER

OF

THOMAS DALY

ORDER TO SHOW CAUSE

1. The State Ethics Commission (Commission) is authorized by G.L. c. 268B to enforce G.L. c. 268A, the state conflict of interest law, and to initiate and conduct adjudicatory proceedings.

2. On April 29, 2025, the Commission found reasonable cause to believe that Thomas Daly (Daly) violated G.L. c. 268A, §§ 4(a), 6, 7, 23(b)(2)(i), 23(b)(2)(ii), 23(b)(3), 23(c)(2), and 26 and authorized the initiation of adjudicatory proceedings.

FACTS

3. Daly was an Environmental Compliance Manager for the Massachusetts Bay Transportation Authority (MBTA) from at least 2010 until his retirement on January 31, 2024.

4. Since at least 2012, a certain waste management company (Recycler) has been a vendor to the MBTA.

5. Since at least April 2017, Daly has had a significant relationship with Recycler and its owner (Owner).

6. Since at least April 2017, Daly has been friends with the Owner.

7. In at least 2022 and 2023, Daly and the Owner sometimes commuted together from their residences in New Hampshire to their workplaces in Massachusetts.

8. Since at least April 2019, Daly was also an employee of the Recycler.

9. Daly did not file any conflict of interest law disclosures with the MBTA with respect to the Recycler.

10. Daly did not file any conflict of interest law disclosures with the MBTA with respect to the Owner.

11. The Recycler paid Daly more than \$81,000 between March 2020 and September 2023.

MBTA Procurement for Comprehensive Waste Management

12. On March 10, 2017, Daly forwarded an internal email among personnel and consultants of the MBTA to the Owner at his Recycler email address and attached technical specifications for an MBTA waste management Request for Proposals (RFP).

13. Draft MBTA procurement specifications are confidential.

14. Internal MBTA emails discussing draft MBTA procurement specifications are confidential.

15. On March 29, 2019, the MBTA issued an RFP for a Comprehensive Waste Management Program (CWMP).

16. The RFP included language in its scope of work which was nearly identical to the specifications Daly shared with the Owner via email dated March 10, 2017.

17. The procurement process for the RFP ran from March 29, 2019, when the

MBTA issued the RFP, until around June 24, 2019, the award date for the RFP.

18. On April 30, 2019, Recycler submitted its bid for the CWMP contract.

19. Owner signed Recycler's bid.

20. In addition to Recycler, there was one other bidder for the CWMP contract (Other Bidder).

21. Daly was a member of the three-person selection committee for the CWMP procurement.

22. The procurement was led by a Procurement Manager, who was a new contract employee for the MBTA.

23. On May 1, 2019, Daly signed an MBTA Selection Team Certification stating in part:

I do not have a conflict of interest, either real or apparent, as a result of any financial or other interest on my part... in relation to any contract or subcontract under consideration for this Procurement.... I further certify that I will not solicit or accept gratuities, favors, or anything of monetary value from any organization associated with this Project.

24. Daly knew, when he signed this certification, that his certification was false.

25. Daly did not disclose to anyone at the MBTA, either before or after his assignment to the selection committee, that he had shared draft specifications for the CWMP contract with the Owner in March 2017.

26. During the procurement process, the selection committee scored the two companies on seven "tech" factors bearing different weights of importance: "experience, plan of action, staff, vehicles/equipment, process, new initiatives, and drop of [sic]

locations” (tech scores).

27. Daly and the other members of the selection committee scored the bidders on tech on or around May 6, 2019.

28. Daly and the other members of the selection committee reconsidered their tech scores on or around May 13, 2019, following their receipt of supplemental responses from both bidders.

29. Daly, in scoring the bidders on tech, unfairly favored Recycler.

30. Daly awarded Recycler 30 nominal points and a weighted score of 4.65. He gave Other Bidder 24 nominal points and a weighted score of 3.20.

31. One of the other selection committee members awarded both Recycler and Other Bidder 26 nominal points. He gave Recycler a weighted score of 4.05 versus 3.90 for Other Bidder.

32. The other selection committee member awarded Other Bidder 28 nominal points and gave Recycler 27 nominal points. He gave Other Bidder a weighted score of 4.15 and Recycler a weighted score of 3.95.

33. Because this was a best-value contract, the Procurement Manager averaged the tech scores and then weighted them against the total price from each bidder, with a ratio of 70:30, tech to price.

34. Other Bidder was a well-capitalized, large national business.

35. Other Bidder listed companies that had retained it to perform a “similar function in the past” and provided letters of recommendation from two such companies in its bid.

36. Daly, in his written explanation for his tech scores, was critical of Other Bidder.

37. Daly criticized Other Bidder for providing incomplete answers to certain MBTA questions.

38. Daly did not fairly credit Other Bidder's responses to other questions.

39. Daly praised Recycler in his assessment.

40. Recycler only listed its experience with the MBTA in its April 30, 2019 response to a question about its experience with "similar function in the past."

41. Recycler only provided the names of company clients beyond the MBTA upon follow up from the procurement team after April 30, 2019.

42. Recycler provided no letters of recommendation from any customers.

43. Recycler provided perfunctory, incomplete, or nonresponsive responses to some of the MBTA's questions.

44. Recycler's Federal tax returns showed gross receipts of less than \$1.7 million in each of the three most recent years preceding the procurement.

45. Due in part to Daly's scores, Recycler received a higher average tech score than Other Bidder.

46. Recycler also received the better score for total price.

47. Each bidder's total price came from a matrix developed by the MBTA.

48. During the procurement process, the Procurement Manager sought Daly's input on the procurement beyond his tech score, including on setting the weight of each tech score and the score bands for total price in the matrix.

49. Throughout the procurement process, the procurement team noted at least three different total prices for each of Recycler and Other Bidder.

50. Daly and other members of the procurement team met with Recycler on May 21, 2019.

51. Daly and the other members of the procurement team did not meet with Other Bidder during the procurement process.

52. The MBTA awarded Recycler the CWMP contract for three years at over \$1.3 million per year with two one-year options.

The CWMP Contract

53. Throughout the CWMP contract, Daly participated in the CWMP contract in his official position, including by acting as an intermediary between Recycler and the MBTA.

54. More than once, Daly offered to Owner that he could put pressure on MBTA staff to pay Recycler's invoices faster.

55. On August 31, 2022, Daly texted Owner about a person or persons dumping bags filled with urine into a wood dumpster at the MBTA's Cabot location.

56. Daly told Owner that he would investigate.

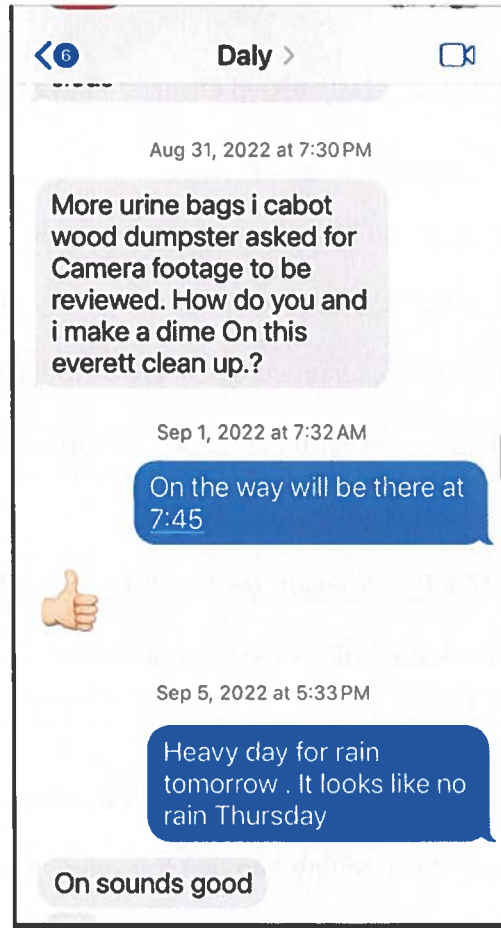
57. Daly investigated, including by requesting a review of camera footage for the area.

58. Both Daly and Owner stood to lose money from the urine bag contamination of the wood dumpster.

59. This was because the urine bags cut into the efficiencies of single-stream

wood recycling.

60. Daly wrote to Owner: “More urine bags i [sic] cabot wood dumpster asked for Camera footage to be reviewed. How do you and i make a dime On this Everett clean up?”



61. In 2022, Daly signed a requisition to recommend or approve the MBTA's exercise of the first option year in Recycler's contract.

62. Daly texted Owner that he signed this requisition.

63. In 2023, Daly signed a requisition to recommend or approve the MBTA's exercise of the second option year in Recycler's contract.

64. Daly texted Owner that he signed this requisition.

MBTA Procurement for Disposal of Orange Line Cars

65. In 2022, the MBTA issued an RFP for the disposal of Orange Line cars.

66. June 1, 2022 was the estimated date for contract execution for this procurement.

67. On that day, Daly texted Owner: "I have that flash drive with those three bids on it and I can drop off let me know."

68. Owner texted back: "Sure I just got back."

69. Later that day, Daly texted Owner: "Hey dropped off the flash drive...."

70. Bids on an open procurement are confidential.

71. Daly gave Owner the bids via flash drive to keep the exchange of information a secret.

MBTA Procurement for Grade Crossing Rubber Disposal

72. In 2023, the MBTA issued an Invitation For Bids (IFB) for the disposal of grade crossing rubber.

73. After the MBTA published this IFB, Daly emailed an MBTA Procurement Manager on March 9, 2023, telling him that Recycler "would be interested in participating" and that rubber was in Recycler's contract "as a line item for disposal."

74. Daly then forwarded this email and other internal MBTA emails to Owner.

75. Daly texted Owner about those emails on the same day.

76. Between April 4 and April 6, 2023, Owner and Daly had an extensive text exchange about rubber.

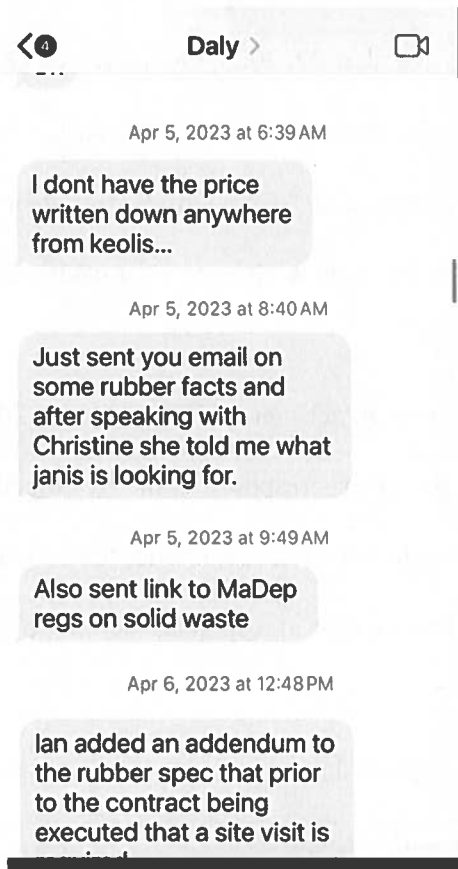
77. On April 5 and 6, 2023, Daly sent Owner the following text messages in succession:

I dont have the price written down anywhere from keolis...

Just sent you email on some rubber facts and after speaking with Christine she told me what janis is looking for.

Also sent link to MaDep regs on solid waste

Ian added an addendum to the rubber spec that prior to the contract being executed that a site visit is required



78. Christine, Janis, and Ian were all MBTA employees.

79. "Janis" referred to an MBTA Director of Environmental Compliance.

80. "Ian" referred to an MBTA Procurement Manager.

81. The MBTA awarded the rubber disposal rights to Recycler by purchase order, as Daly suggested in his March 9, 2023 email to the MBTA Procurement Manager.

82. As of February 2025, the MBTA had paid Recycler more than \$13,000 for this rubber disposal, out of a \$16,000 purchase order, on top of the CWMP contract.

MBTA Request for Information and Planning for Subsequent Comprehensive Waste Management Contract

83. In 2023, the MBTA issued Request for Information (RFI) number 224-23.

84. This RFI was for “Waste-Recycle management.”

85. On November 27, 2023, Owner texted Daly: “We should talk about a time and place to sit and talk about a response to the RFI.”

86. Daly responded: “All good, ill [sic] get a draft response done and send to you, im [sic] going to focus on what is now for each waste stream and how to make them better, for T and you.”

87. Daly and Owner met on December 19, 2023 at Mary Ann’s in Derry, New Hampshire to write Recycler’s response to the RFI together.

88. On December 27, 2023, Owner texted Daly, asking: “Hi Tom you happen to see or hear what [competitor’s] responses were to the questions or any feedback on ours?”

89. Daly replied that he had not, but that Owner could have a member of his staff follow up with staff at the MBTA.

90. The next day, Daly texted Owner: “Hey, I just sent forwarded [sic] you an email which is [competitor’s] response I haven’t read [it] but I’ll take a look when I get a minute.”

91. A company's response to an RFI under review is confidential.

The Next CWMP Contract

92. The CWMP contract expired in June 2024, after the MBTA exercised the two one-year options.

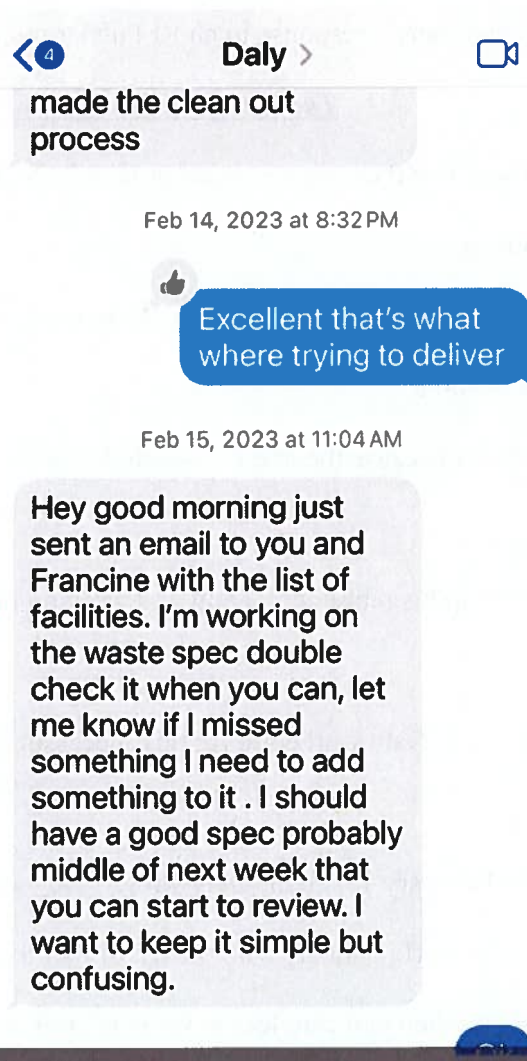
93. The MBTA has retained Recycler to perform waste management services in July 2024 and beyond.

94. This is because the MBTA is still developing a successor CWMP procurement.

95. Prior to his retirement, Daly was working on this successor CWMP procurement.

96. In 2023, Daly worked to rig this successor CWMP procurement in favor of Recycler.

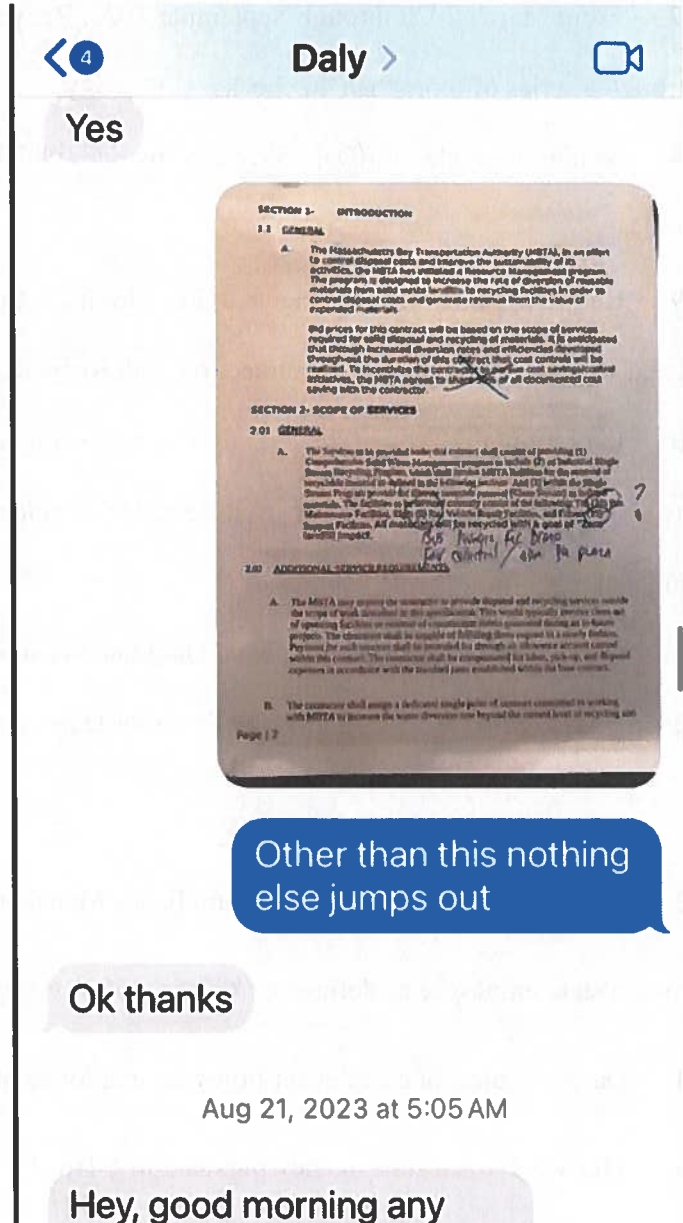
97. On February 15, 2023, Daly wrote: "Hey good morning just sent an email to you and [Recycler staff member] with the list of facilities. I'm working on the waste spec double check it when you can, let me know if I missed something [or] I need to add something to it. I should have a good spec probably middle of next week that you can start to review. I want to keep it simple but confusing."



98. A draft specification for an MBTA procurement is confidential.
99. Daly wanted to make the specifications for the successor CWMP procurement “simple but confusing” to favor Recycler.
100. Daly provided Recycler with advanced information on the successor CWMP procurement to provide Recycler with a competitive advantage.
101. On August 15, 2023, Owner texted Daly a scanned page of an introduction and “scope of services” for an MBTA “Resource Management program.”

102. On the scanned page, Owner had crossed out a section on a cost savings split between the MBTA and the contractor and made other handwritten notations, adding: "Other than this nothing else jumps out."

103. Daly replied: "Ok thanks."



104. Owner had obtained the original language from Daly.

105. Such draft language for an MBTA procurement is confidential.

106. Daly accepted such edits to the specification language for the successor CWMP procurement from Owner in order to favor Recycler.

Recycler's Payments and Other Things of Value to Daly

107. From March 2020 through September 2023, Recycler paid Daly more than \$81,000 through a series of more than 40 checks.

108. Neither Recycler nor Daly have any invoices which correspond to these payments to Daly.

109. Recycler made these payments to Daly for his actions as an MBTA Environmental Compliance Manager in connection with Recycler.

110. In or around 2021 and 2022, Daly was renovating a residence.

111. Facilitated by Owner, Daly used Recycler's company discount at Home Depot to buy materials for this renovation.

112. In December 2022, Owner texted Daly that his significant other, who owned a spa in New Hampshire, had a gift certificate for Daly to try salt therapy.

LAW

113. As an MBTA Environmental Compliance Manager, Daly was, at all relevant times, a state employee as defined by G.L. c. 268A, § 1(q).

114. Daly was also, at all relevant times, an employee of the Recycler.

115. The MBTA is a state agency pursuant to § 1(p).

116. Pursuant to § 1(k), a contract, decision, recommendation, or submission is

a particular matter.

Section 4(a) Violations

117. Section 4(a) of the conflict of interest law prohibits a state employee from, otherwise than as provided by law for the proper discharge of his official duties, directly or indirectly receiving or requesting compensation from anyone other than the commonwealth or a state agency, in relation to any particular matter in which the commonwealth or a state agency is a party or has a direct and substantial interest.

118. Pursuant to G.L. c. 268A, § 1(a), compensation is any money, thing of value, or economic benefit conferred on or received by any person in return for services rendered or to be rendered by himself or another.

119. The decision to award the CWMP contract to Recycler was a particular matter in which the MBTA had a direct and substantial interest.

120. The MBTA was a party to the CMWP contract, itself a particular matter under section 1(k) of the conflict of interest law.

121. The MBTA's decisions to issue the 2022 RFP, the 2023 IFB, and the 2023 RFI were particular matters in which the MBTA had a direct and substantial interest.

122. As described above in paragraphs 107-109, Recycler paid Daly over \$81,000 from March 2020 through September 2023 via over 40 checks.

123. Daly received this compensation in relation to the assistance and/or insider

information he provided to Recycler on the contract and/or MBTA procurements which comprised these particular matters.

124. Daly's receipt of this compensation was not as provided by law for the proper discharge of his official duties as MBTA Environmental Compliance Manager.

125. Therefore, by receiving compensation from 2020 to 2023 in relation to the MBTA's decision to award the CWMP contract, the CWMP contract itself, and/or the MBTA's decision to award the 2022 RFP, the 2023 IFB, and/or the 2023 RFI, Daly repeatedly violated G.L. c. 268A, § 4(a).

Section 6 Violations

126. General Laws chapter 268A, § 6 prohibits a state employee from participating as such an employee in a particular matter in which to his knowledge he, his immediate family, or a business organization in which he is serving as officer, director, trustee, partner or employee, has a financial interest.

127. Participation under the law includes approval, decision, recommendation, the rendering of advice, or investigation.

The Decision to Award the 2019 CWMP Contract

128. When Daly, as a member of the 2019 CWMP procurement selection committee, scored Recycler, and then reconsidered that score in light of supplemental information, he made a recommendation in favor of Recycler, thereby participating as an MBTA Environmental Compliance Manager in the MBTA's decision to award the 2019 CWMP contract.

129. The MBTA's decision to award the 2019 CWMP contract was a particular

matter.

130. Daly had, to his knowledge, a financial interest in this particular matter because he expected compensation from Recycler in connection with the CWMP contract due to his actions as a selection committee member and/or expected payment from the CWMP contract, once the MBTA awarded the contract to Recycler.

131. Daly also knew that Recycler, his employer, had a financial interest in the decision to award the 2019 CWMP contract because, if the MBTA awarded the contract to Recycler, Recycler stood to make more than \$1.3 million in revenue per year.

132. Therefore, by, as MBTA Environmental Compliance Manager, scoring Recycler as a member of the 2019 CWMP procurement selection committee, Daly violated § 6.

The CWMP Contract

133. When Daly, in 2022 and 2023, signed requisitions recommending or approving option year extensions for Recycler, he made recommendations or approvals in favor of Recycler, thereby participating as an MBTA Environmental Compliance Manager in the CWMP contract.

134. When Daly investigated the disposal of urine bags in the wood dumpster at the Cabot location in 2022, including by requesting a review of the camera footage for the area, Daly again participated as an MBTA Environmental Compliance Manager in the CWMP contract.

135. The CWMP contract was a particular matter.

136. Daly had, to his knowledge, a financial interest in this particular matter

because of the compensation he received from Recycler in connection with the CWMP contract.

137. Daly also knew that Recycler, his employer, had a financial interest in the 2019 CWMP contract pursuant to which Recycler collected more than \$1.3 million in revenue per year.

138. Therefore, by, as MBTA Environmental Compliance Manager, signing requisitions to recommend or approve Recycler's option years under the CWMP contract and investigating the disposal of urine bags in the wood dumpster at the Cabot location, Daly repeatedly violated § 6.

The Successor CWMP Procurement

139. When Daly, in 2023, recommended specification language for the next CWMP contract, he participated as MBTA Environmental Compliance Manager in the successor CWMP contract.

140. The successor CWMP contract was a particular matter.

141. Daly had, to his knowledge, a financial interest in this particular matter because of the compensation he received from Recycler up until September 2023.

142. Daly also knew that Recycler, his employer, had a financial interest in the successor CWMP contract because, if Recycler won the contract, it stood to collect more than \$1 million in revenue per year.

143. Therefore, by, as MBTA Environmental Compliance Manager, in 2023, recommending specification language for the successor CWMP contract, Daly violated § 6.

Section 7 Violation

144. G.L. c. 268A, § 7 prohibits a state employee from having a financial interest, directly or indirectly, in a contract made by a state agency, in which the Commonwealth or a state agency is an interested party, of which financial interest he has knowledge or reason to know.

145. The CWMP contract was a contract made by the MBTA in which the MBTA was an interested party.

146. Through his employer Recycler, Daly had a financial interest in this contract, of which he had knowledge or reason to know.

147. Through his receipt of compensation from Recycler in connection with the CWMP contract, Daly had a financial in this contract, of which he had knowledge or reason to know.

148. Therefore, by, in 2020-2023, knowingly or with reason to know, having a financial interest, directly or indirectly, in a contract between the MBTA and Recycler, Daly violated § 7.

Section 23(b)(2)(i) Violations

149. Section 23(b)(2)(i) of G.L. c. 268A prohibits a state employee from knowingly, or with reason to know, soliciting or receiving anything of substantial value for such officer or employee, which is not otherwise authorized by statute or regulation, for or because of the officer or employee's official position.

150. Each of the more than 40 payments Daly received from Recycler from 2020 to 2023 was of substantial value.

151. Daly's receipt of these payments was not authorized by statute or regulation.

152. When he received each payment, Daly knew, or had reason to know, that Recycler paid him for or because of his official position as Environmental Compliance Manager at the MBTA.

153. Therefore, by receiving payments from Recycler totaling more than \$81,000, Daly knowingly, or with reason to know, repeatedly received something of substantial value, which was not otherwise authorized by statute or regulation, for or because of his official position. In so doing, Daly repeatedly violated § 23(b)(2)(i).

Section 23(b)(2)(ii) Violations

154. Section 23(b)(2)(ii) of G.L. c. 268A prohibits a state employee from knowingly, or with reason to know, using or attempting to use his official position to secure unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals.

Sharing the Specifications for the 2019 Procurement

155. Having an advanced copy of specifications for a procurement, well in advance of the procurement's publication, is an unwarranted privilege not properly available to anyone.

156. Daly knowingly, or with reason to know, used his official position as MBTA Environmental Compliance Manager, in 2017, to provide Recycler, through its Owner, with an advanced copy of the specifications for the 2019 CWMP procurement.

157. These specifications were, at the time received, of substantial value.

158. Therefore, by, in 2017, knowingly, or with reason to know, using his official position to provide Recycler, through its Owner, with an advanced copy of the specifications for the 2019 CWMP procurement, Daly violated § 23(b)(2)(ii).

Favorably Scoring Recycler on the 2019 Procurement

159. An inflated tech score on a best-value procurement is an unwarranted privilege not properly available to similarly situated bidders.

160. Daly knowingly, or with reason to know, used his official position as MBTA Environmental Compliance Manager to provide Recycler with an inflated tech score as part of the MBTA's evaluation of Recycler's bid on the 2019 CWMP procurement.

161. The value of such an inflated tech score far exceeded \$50.

162. Therefore, by, in 2019, using his official position as MBTA Environmental Compliance Manager to provide Recycler with an inflated tech score as part of the MBTA's evaluation of Recycler's bid on the 2019 CWMP procurement, Daly violated § 23(b)(2)(ii).

The 2022 Procurement for the Disposal of Orange Line Cars

163. Receipt of bids for a sealed procurement is an unwarranted privilege not properly available to similarly situated businesses.

164. Daly knowingly, or with reason to know, used his official position as MBTA Environmental Compliance Manager to provide Recycler with copies of three bids for the 2022 RFP for the Disposal of Orange Line Cars, via flash drive, while that procurement was still under review by the MBTA.

165. Such information was worth \$50 or more to Recycler or a similar business because of the competitive insights it provided.

166. Therefore, by using his official position as MBTA Environmental Compliance Manager to provide Recycler with copies of bids for the 2022 RFP for the Disposal of Orange Line Cars while that procurement was still under review by the MBTA, Daly violated § 23(b)(2)(ii).

The 2023 IFB for Grade Crossing Rubber

167. Receipt of insider assistance for an MBTA procurement is an unwarranted privilege not properly available to similarly situated businesses.

168. Daly knowingly, or with reason to know, used his official position as MBTA Environmental Compliance Manager to provide Recycler with insider assistance for the MBTA's 2023 IFB for Grade Crossing Rubber, including by forwarding Owner insider information and by running interference at the MBTA to get the IFB converted to a purchase order on Recycler's CWMP contract.

169. Such insider assistance was worth \$50 or more to Recycler or a similar business because of the potential for additional revenue worth thousands of dollars per year.

170. Therefore, by using his official position as MBTA Environmental Compliance Manager to provide Recycler with insider assistance for the MBTA's 2023 IFB for Grade Crossing Rubber, Daly violated § 23(b)(2)(ii).

The 2023 RFI for Waste-Recycle Management

171. Receipt of insider assistance and information for an MBTA procurement is

an unwarranted privilege not properly available to similarly situated businesses.

172. Daly knowingly, or with reason to know, used his official position as MBTA Environmental Compliance Manager to provide Recycler with insider assistance and information on the MBTA's 2023 RFI for Waste-Recycle Management, including by co-authoring Recycler's response and by providing Owner with information on a competitor's responses during the procurement review period.

173. Such insider assistance and information was worth \$50 or more to Recycler or a similar business because of the potential to gain valuable advantage over competitors by seeming more knowledgeable in the company's responses and in future communications with the MBTA.

174. Therefore, by using his official position as MBTA Environmental Compliance Manager to provide Recycler with insider assistance and information on the MBTA's 2023 RFI for Waste-Recycle Management, Daly violated § 23(b)(2)(ii).

Sharing the Specifications for the Successor CWMP Procurement

175. Having advanced insight and input into specifications for a procurement, well in advance of the procurement's publication, is an unwarranted privilege not properly available to anyone.

176. Daly knowingly, or with reason to know, used his official position as MBTA Environmental Compliance Manager, in 2023, to provide Recycler, through its Owner, with advanced insight and input into specifications for the successor CWMP procurement.

177. The advanced insight and input were, at the time received by Recycler, of

substantial value because they provided a competitive advantage to Recycler worth \$50 or more.

178. Therefore, by, in 2023, knowingly, or with reason to know, using his official position to provide Recycler, through its Owner, with advanced insight and input into specifications for the successor CWMP procurement, Daly violated § 23(b)(2)(ii).

Section 23(b)(3) Violations

179. General Laws chapter 268A, § 23(b)(3) prohibits a state employee from knowingly or with reason to know, acting in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that any person can improperly influence or unduly enjoy his favor in the performance of his official duties, or that he is likely to act or fail to act as a result of kinship, rank, position or undue influence of any party or person.

180. When Daly, in 2019, scored Recycler as a member of the 2019 CWMP procurement selection committee; in 2022 and 2023, signed requisitions approving option year extensions for Recycler; in 2022, investigated the disposal of urine bags in the wood dumpster at the Cabot location; and in 2023, used information he obtained from Owner to recommend specification language for the successor CWMP contract, he acted in a manner which would cause a reasonable person, having knowledge of the relevant circumstances, to conclude that Recycler and/or its Owner could improperly influence or unduly enjoy his favor in the performance of his official duties, or that he was likely to act or fail to act as a result of kinship, rank, position or undue influence of the Recycler and/or its Owner.

181. Therefore, Daly repeatedly violated section 23(b)(3).

Section 23(c)(2) Violations

182. Section 23(c)(2) provides that no current or former officer or employee of a state agency shall knowingly, or with reason to know, improperly disclose material or data within the exemptions to the definition of public records as defined by section seven of chapter four, which were acquired by him in the course of his official duties, nor use such information to further his personal interest.

Sharing the Specifications for the 2019 Procurement

183. Advanced specifications for a procurement are confidential material within the exemptions to the definition of public records as defined by G.L. c. 4, §7, cl. 26.

184. Daly knowingly, or with reason to know, in 2017, improperly disclosed to Recycler, through its Owner, advanced specifications for the 2019 CWMP procurement.

185. These specifications were acquired by Daly in the course of his official duties.

186. Therefore, by, in 2017, knowingly, or with reason to know, improperly disclosing to Recycler, through its Owner, advanced specifications for the 2019 CWMP procurement, material within the exemptions to the definition of public records as defined by G.L. c. 4, §7, cl. 26, acquired by him in the course of his official duties, Daly violated § 23(c)(2).

The 2022 Procurement for the Disposal of Orange Line Cars

187. Confidential bids for a sealed procurement are material within the

exemptions to the definition of public records as defined by G.L. c. 4, §7, cl. 26.

188. Daly knowingly, or with reason to know, improperly disclosed to Recycler, through its Owner, three bids for the 2022 RFP for the Disposal of Orange Line Cars via flash drive while that procurement was still under review by the MBTA.

189. These bids were acquired by Daly in the course of his official duties.

190. Therefore, by, in 2022, knowingly, or with reason to know, improperly disclosing to Recycler, through its Owner, three confidential bids for the 2022 RFP for the Disposal of Orange Line Cars, material within the exemptions to the definition of public records as defined by G.L. c. 4, §7, cl. 26, acquired by him in the course of his official duties, Daly violated § 23(c)(2).

The 2023 RFI for Waste-Recycle Management

191. Competitors' confidential responses to a procurement still under review are material within the exemptions to the definition of public records as defined by G.L. c. 4, §7, cl. 26.

192. Daly knowingly, or with reason to know, improperly disclosed to Recycler, through its Owner, a competitor's responses and related information during the procurement review period for the MBTA's 2023 RFI for Waste-Recycle Management.

193. The competitor's responses and related information were acquired by Daly in the course of his official duties.

194. Therefore, by, in 2023, knowingly, or with reason to know, improperly disclosing to Recycler, through its Owner, a competitor's responses and related information, material within the exemptions to the definition of public records as defined

by G.L. c. 4, §7, cl. 26, and acquired by him in the course of his official duties, Daly violated § 23(c)(2).

Sharing the Specifications for the Successor CWMP Procurement

195. Advanced specifications for a procurement are confidential material within the exemptions to the definition of public records as defined by G.L. c. 4, §7, cl. 26.

196. Daly knowingly, or with reason to know, in 2023, improperly disclosed to Recycler, through its Owner, advanced specifications for the successor CWMP procurement.

197. These specifications were acquired by Daly in the course of his official duties.

198. Therefore, by, in 2023, knowingly, or with reason to know, improperly disclosing to Recycler, through its Owner, advanced specifications for the successor CWMP procurement, material within the exemptions to the definition of public records as defined by G.L. c. 4, §7, cl. 26, acquired by him in the course of his official duties, Daly violated § 23(c)(2).

Section 26 Violation

199. Section 26 provides that any person who violates § 23(b)(2) with fraudulent intent, shall be punished by a fine of not more than \$10,000, if the unwarranted privileges or exemptions have a fair market value in the aggregate of more than \$1,000 in any 12-month period.

200. Daly violated § 23(b)(2)(ii) with fraudulent intent when, as a member of

the selection committee for the 2019 CWMP procurement, he gave Recycler an inflated tech score, because he knew that his certification to so participate on the selection committee was false.

201. The value of the unwarranted privilege of the inflated tech score that Daly gave Recycler exceeded \$1,000.

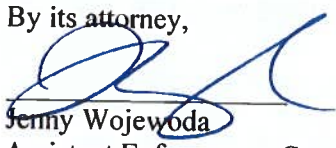
202. Therefore, Daly violated § 26.

WHEREFORE, Petitioner asks that the Commission:

1. find that Daly violated G.L. c. 268A, §§ 4(a), 6, 7, 23(b)(2)(i), 23(b)(2)(ii), 23(b)(3), 23(c)(2), and 26; and
2. levy such fines, issue such orders, including for damages and/or restitution pursuant to G.L. c. 268A, § 9, and grant such other relief as may be appropriate.

Respectfully submitted,

Petitioner State Ethics Commission
By its attorney,


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