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• (1545)

[English]

The Chair (Mr. Kelly McCauley (Edmonton West, CPC)): Good afternoon. I call this meeting to order.

Welcome, everyone, to meeting number 81 of the House of Commons Standing Committee on Government Operations and Estimates.

Pursuant to Standing Order 108(2) and the motion adopted by the committee on Monday, October 17, 2022, the committee is meeting on the study of the ArriveCAN app.

As a reminder, keep your microphones away from the earpieces, as it causes feedback and potential injury to our valued translators.

I will remind you that, today, we have an absolute hard cap at 5:45 p.m. and not a moment after, colleagues.

We're going to start with statements from our witnesses, Ms. Dutt and Mr. Morv.

Ms. Dutt, please go ahead for five minutes.

[Translation]

Ms. Ritika Dutt (Chief Executive Officer, Botler): Mr. Chair and honourable members, thank you for inviting Botler to testify before the Standing Committee on Government Operations and Estimates, which is known as the mighty committee.

[English]

I thought you'd like that.

Botler is a Canadian public safety company focused on misconduct and legal violation detection using artificial intelligence. We believe the law is a public good, and our vision is to empower citizens with equal access to the legal system, in laypersons' terms. Our mission is to fight misconduct one incident at a time.

Botler's original technology was in the form of a chatbot. Today, Botler's technology is built upon GPT-4 and ChatGPT, which I believe you're familiar with.

Any individual who has faced or witnessed misconduct can visit our website at botler.com and get an impartial assessment from our AI for free. Botler educates the user on laws and legal concepts that are specifically applicable to their respective situation in order to empower them to take the next steps to enforce their rights.

In 2017, before AI was the mainstream staple that it is today, Botler was the first company in the world to apply AI to the detec-

tion of sexual misconduct, which was inspired by my own harrowing, traumatic experience with a workplace stalker. Our story was covered extensively by national and international media alike, including but not limited to The Globe and Mail, The New York Times, The Washington Post, the BBC and Vice, to name a few, totalling over three billion press impressions.

Botler's work did not go unnoticed by the Government of Canada. In 2018, I was invited by then-minister Navdeep Bains to address the G7 on Botler's innovative work and discuss our approach toward AI and the law. I used the opportunity with the G7 ministers to present Botler's manifesto for a future in which we could provide our AI to every single person so that they would have equal access to the justice system.

In 2019, Botler won a competitive RFP with the legal aid directorate of the Department of Justice Canada. Through this initiative, we became the first regulated AI in the world to provide legal violation detections directly to citizens. In recognition of this momentous achievement, in 2020, I was recognized on the Forbes "30 Under 30" law and policy list. I was the only Canadian on the list.

As two international students who came here with big ambitions, Amir and I have dedicated ourselves to building Botler into a venture that can truly impact our fellow citizens' lives for the better and that can make Canada proud.

While Justice Canada's legal aid directorate were giving us a seat at the table and Botler was going from strength to strength, there was another faction within the Government of Canada that was also noticing us, but for completely different reasons. This small but powerful faction, spearheaded by the Canada Border Services Agency, had identified the perfect rationalization, incentive and opportunity in Botler. If you're familiar with it, you may recognize these three as the components of the triangle of fraud.

With the Auditor General's fall 2019 report on the culture of deeply entrenched workplace harassment at the CBSA, countless sexual harassment cases at the agency and the impending implementation of Bill C-65 to prevent harassment in federal workplaces, the CBSA had identified the perfect rationalization to kill three birds with one stone.

With over 300,000 federal public servants covered by Bill C-65 and Botler's existing technology as the only solution on the market that was available to provide full compliance with the bill, the CBSA had the perfect incentive to sell Botler's enterprise licences to the entire Government of Canada, using its own procurement vehicles, which would—quote—allow them to add infinite amount of funds to the price, to be executed through their usual suspects.

My personal profile as a female immigrant entrepreneur who refused to be a victim of sexual misconduct and transformed crippling trauma into something that attracted extensive goodwill from Justice Canada, the public and media alike provided the perfect opportunity for an optics operation that could funnel tens of millions of taxpayer dollars. We later learned that this was executed through a set-aside for indigenous business contracts, which is yet another example of monetization and theft using the trauma of marginalized communities.

To seal the deal at the Privy Council, this faction used me and our sacred citizens' initiative with the Department of Justice as its false flag operation. However, it had one fatal flaw in its grand scheme. Botler was there on a mission, which was to prevent, detect and combat misconduct—and that's exactly what we did. We started submitting reports against this very faction.

In response, instead of protecting Canadian taxpayers and their hard-earned dollars, the government machine, including the CBSA, PSPC, TBS and other individuals, including legal services, mobilized to bury our reports and to attempt to obstruct justice—and all in Canada's name.

In December 2022, during the same time that President O'Gorman said they were debating whether to send our reports to the RCMP, my emails were hacked and every record of an email that Kristian Firth had sent to me was mysteriously deleted.

We watched and waited patiently for someone to do the right thing and act on our reports. Instead, we were heartbroken as they lied. They lied to us. They lied to you at OGGO. They lied to Parliament, and they lied to Canadian taxpayers.

Sitting here today, I can assure you of one thing: Systemic government corruption existed before Botler. This systemic government corruption tried to manifest itself through Botler. Now, because of Botler, systemic government corruption will be annihilated.

Thank you so much.

The Chair: Thank you.

Next is Mr. Morv, please, for five minutes.

Mr. Amir Morv (Chief Technology and Security Officer, Botler): Mr. Chair and honourable committee members, I am a programmer and software architect with a focus on security. As part of my expertise, I study systems to identify vulnerabilities in order to mitigate their potential exploitation.

In November 2019, we were approached by the CBSA through their operative, Kristian Firth of GC Strategies. Since then, I have been closely studying and documenting numerous vulnerabilities that we have uncovered in Canada's procurement regime. We have also witnessed these vulnerabilities being systematically exploited

by the government officials in the highest levels of the public service. From our experience, the primary objective of this exploitation is to funnel tax dollars and public funds into private entities that lie outside of public purview. Professional services contracts, which are currently the subject of several committee studies and will cost taxpayers almost \$20 billion this year, are the prime targets of this exploitation.

I refer to one such scheme as “ghost contracting,” which we have observed with Botler and ArriveCAN, which is the current study of the committee. For ArriveCAN, GC Strategies was a prime contractor that received significant commissions to then subcontract the work to third party companies, which were the ghost contractors. Based on documents tabled to this committee, GC Strategies claimed that the employees of these ghost contractors were the individuals named in the tabled task authorizations, TAs. These TAs were used to bill the government. As these ghost contractors are not subject to direct government purview, there is no way to validate that the named individuals actually performed the work or are even aware that they have been named in these task authorizations.

Also, this is assuming, basically, that these are real individuals with valid security clearances and not fake profiles created for these TAs. In Botler's case, there were three levels of contracting. GC Strategies operated as the ghost contractor, and Ritika and I identified personally as sub-subcontractors. Our identities were used without our knowledge or consent by Coradix and Dalian, entities that we have never heard of.

Another critical vulnerability that I would like to bring to your attention is the fact that Botler worked on the CBSA project with no contractual or legal agreement in place with the agency or with any of the subcontractors or contractors that were involved. Despite this, we were freely given access to non-public information by the CBSA, and Botler has full legal rights to all information that we have collected for this misconduct case. Now imagine the exposure that Canada would face if a bad actor is legally given access to sensitive information through similar means. Imagine the dangers that this would pose to our country.

If procurement rules have been respected, any resource named on a project should be aware of it. They should provide their written consent or sign a contractual agreement, and they should sign an NDA. However, the biggest vulnerability that I would like to draw your attention to is the fact that these contractors are openly engaged in various criminal activities. They openly commit frauds on the government by promising influence and requesting material benefit in exchange. One thing that we have consistently observed with both our Department of Justice work and our interactions with Public Safety is that an act of misconduct rarely happens in isolation. It is almost always symptomatic of a larger existence and tolerance of misconduct. Individuals engaged in such conduct are also prime targets of exploitation and extortion.

In our interactions with GC Strategies, Mr. Firth routinely boasted that he and his friends, senior government officials with contracting authorities, have “dirt” on each other, essentially guaranteeing silence through mutually assured destruction. While external contractors are engaged in misconduct and do the actual dirty work, I want to emphasize that their conduct would not be possible without backing from factions within the government. At least in our case, their conduct was fully directed by the faction within the government that we have encountered.

Unfortunately, once we began reporting our findings, the government machine mobilized to bury Botler’s reports and protect this corruption. The most shocking response we received came from Public Services and Procurement Canada with the involvement of its legal services. PSPC stated that Canada has determined that no rules were broken. This is while the same allegations were under RCMP investigation. When the government body that has been entrusted with overseeing and spending our tax dollars decides to selectively enforce its own rules, whether wilfully or through sheer negligence, this is dangerous.

• (1550)

Now, the bigger question is what else PSPC has turned a blind eye to in the expenditure of tens of billions of taxpayer dollars.

Thank you.

• (1555)

The Chair: Thank you very much, Mr. Morv.

Ms. Kusie, we'll start with you for six minutes. Go ahead, please.

Mrs. Stephanie Kusie (Calgary Midnapore, CPC): Thank you, Chair.

Thank you, Ms. Dutt and Mr. Morv, for being here today with us.

What you are sharing with us is very harrowing. It's incredibly disturbing.

I'd like Canadians to understand exactly what happened here. First, can you please explain to the Canadian public what ghost contracting is?

Mr. Amir Morv: Ghost contracting is basically a scheme in which a middleman who technically does no work is added to government contracts without any legal trace. Usually this middleman, or the ghost contractor, gets a significant amount of commission for their role of being in between. The money funnels through this entity, which is not legally traceable.

Mrs. Stephanie Kusie: Based upon the testimony you've shared here today, would GC Strategies fit the definition you've just given to Canadians of what a ghost contractor is?

Mr. Amir Morv: That is correct.

Mrs. Stephanie Kusie: This company, GC Strategies, that received \$11.2 million, in your opinion, is a ghost contractor.

Mr. Amir Morv: Yes.

Mrs. Stephanie Kusie: The other associated companies—Coradix and Dalian—received a combined total of \$4.3 million of Canadian taxpayer money. Would you classify them as ghost contractors?

Mr. Amir Morv: Particularly with Botler, they were the prime contractors. I don't have any information on whether or not they were ghost contractors, because ghost contractors are untraceable.

Coradix and Dalian essentially hired a ghost contractor. Even though in our case they may not be the ghost contractor, they are part of the scheme, because they worked with the ghost contractor in particular. They could easily have worked directly with us. They chose to work with a ghost contractor to funnel the funds through this ghost contractor, which was GC Strategies.

Mrs. Stephanie Kusie: How did this ghost contracting affect you both personally?

Mr. Amir Morv: Our identities have been used without our knowledge or consent on a contract that is set aside for indigenous business. Unfortunately, our work experiences have been forged. The value of the contract we were promised was cut. Random deliverables were assigned to the task authorization that was assigned to this project.

It technically ruined our company, because this matter was not something that we could have delegated to someone to investigate. We had to start investigating this matter in January 2021. We had to operate at the lowest capacity for every other operation of the company to really focus on seeing what was going on to investigate the matter.

Mrs. Stephanie Kusie: You explained it briefly in your opening statement, but can you please explain again the scope of your project and what you were approached to do?

Mr. Amir Morv: Initially we were approached by CBSA through GC Strategies to begin a pilot project that was supposed to be implemented within CBSA. Right after the initiation of that pilot project, we were promised that enterprise licences of our software would be purchased for the entire Government of Canada. It was a licence per-user based purchase. That was the—

Mrs. Stephanie Kusie: What is the standard rate per user?

Mr. Amir Morv: Our standard pricing per user per year is \$60. GC Strategies suggested that it would be adding another \$28 to that initial pricing. It was \$78 per user per year for 300,000 employees, which was \$23 million per year.

Mrs. Stephanie Kusie: This was the initial offer that GC Strategies made to you.

Mr. Amir Morv: Yes. GC Strategies mentioned that this would be purchased right after the pilot. CBSA was supposed to be the agency in which the pilot would be implemented.

Mrs. Stephanie Kusie: Was that the final agreement you came to on the amount for the project you were supposed to undertake?

• (1600)

Mr. Amir Morv: That's correct.

Mrs. Stephanie Kusie: You completed the work and got paid.

Mr. Amir Morv: No, we haven't gotten paid. We completed the work, and we haven't gotten paid.

Mrs. Stephanie Kusie: Okay.

What process followed after the agreed-upon work?

Mr. Amir Morv: Initially, for the pilot we were supposed to receive monthly payments. The pilot was supposed to be a six-month engagement. GC Strategies stated that we would be receiving monthly payments for the work.

Before we began the work, we were presented with that subcontract through an agreement between GC Strategies and Dalian. We instantly were in a shocked state, but we continued the work because we were under the impression that we could raise these issues with the CBSA. Unfortunately, the work was basically—

The Chair: Can I interrupt you for a second? Apparently our translation is not working.

Okay. It's now working.

You have about 15 seconds. Would you mind wrapping up?

Mr. Amir Morv: Sure.

We were supposed to receive monthly payments. We never received monthly payments. Payments have been withheld—

Mrs. Stephanie Kusie: Did GC Strategies ever express that they would take a cut of what you were being reimbursed?

Mr. Amir Morv: Yes. The cut was supposed to be \$50,000 on the pilot, on top of our cost, which was \$350,000, but at the end we found that they added another \$20,000 on their end, which was \$420,000.

The Chair: Thanks, Mr. Morv.

Mr. Kusmierczyk, you have six minutes, please.

Mr. Irek Kusmierczyk (Windsor—Tecumseh, Lib.): Thank you, Mr. Chair.

Thank you so much, Ms. Dutt and Mr. Morv, first and foremost for bringing to life Botler AI and applying tech and AI to help root out workplace harassment and misconduct. Thank you so much for bringing this tool to Canada.

Subsequently, I want to thank you so much for your work and your diligence in bringing this serious issue to our attention. Thank you so much for your courage in bringing this forward.

A couple of days ago, we received a note from the Royal Canadian Mounted Police that the RCMP is not investigating ArriveCAN. They said that the investigation that's being conducted by the RCMP does not pertain to ArriveCAN. I know that a lot has been said, so I just want to clear up a couple of things.

Is this about ArriveCAN?

Mr. Amir Morv: Our work is not about ArriveCAN. Our work is about Botler. I think the link between Botler and ArriveCAN is that the same contracts that were used to implement Botler were used in ArriveCAN. That's the only link. There's no other link between Botler and ArriveCAN.

Ms. Ritika Dutt: Actually, I would add to that.

The other link is that they're the same party. It's the same contractors that are involved and the same contracting authorities from

the government that are also involved. There are ties, but to clarify, Botler directly had no involvement in ArriveCAN.

Mr. Irek Kusmierczyk: Right. I just wanted to verify that CBSA had not contracted Botler to work on ArriveCAN. This was the pilot for the workplace harassment app. Is that correct?

Mr. Amir Morv: Yes. That's correct.

Mr. Irek Kusmierczyk: Thank you.

You initially approached CBSA in September of 2021. Can you tell us specifically what misconduct you raised when you reached out in that initial contact? I believe it was Mr. Antonio Utano you reached out to. Can you specify some of the key misconduct you flagged in that initial correspondence?

Mr. Amir Morv: There were allegations of fraudulent billing and allegations that the terms and rules of basic procurement were broken.

There's a context here that I would like to provide. We haven't had any sort of documentation on what contracting vehicles were used in Botler. The only document that we saw was this contract between GC Strategies and Dalian.

In late August 2021, after months of going back and forth with different teams within the CBSA, everybody was confused about this project because the milestones were completely random and arbitrary. After months of going back and forth, an employee from CBSA had a call with me. During that call, this employee disclosed that they had reviewed the task authorization and they expressed serious concern. At that time, we hadn't seen the task authorization. We didn't know what was in that task authorization.

This employee raised serious concerns and told us that there was a risk for the project to move forward with the current structure, without actually explaining in detail what was there. We technically told the CBSA that there were allegations of fraudulent billing, because parties were being paid for the work that we were conducting but they were not releasing payment to Botler.

Also we raised this huge red flag that there was no contractual relationship between Botler and any of the parties, and we were not really party to any of the contracts that CBSA or other parties may have.

• (1605)

Mr. Irek Kusmierczyk: Fundamentally, it's no contract, no consent. Was that sort of the big red flag?

Mr. Amir Morv: That's correct.

Mr. Irek Kusmierczyk: In September, you had raised that issue with Mr. Utano. You said you had also spoken with another CBSA contact.

The next important date was November 2022. I believe you raised this issue directly. You went all the way to the top, to President O'Gorman. You then provided a report that you had done internally. Can I ask you to talk about some of the misconduct that was laid out? Was there anything additional that you added in that November 2022 report?

Can you speak to why you think that CBSA responded then, after that November 2022 report, as opposed to in 2021 when it didn't respond?

The Chair: I'm afraid you haven't left the witnesses any time to respond. Perhaps they can in the next round.

Ms. Vignola, please, you have six minutes.

[Translation]

Mrs. Julie Vignola (Beauport—Limoilou, BQ): Thank you very much, Mr. Chair.

Ms. Dutt and Mr. Morv, thank you very much for being here today.

I want to make sure I understand the whole situation.

Initially, you had a \$350,000 contract. Is that correct?

[English]

Ms. Ritika Dutt: We were supposed to have a contract for \$350,000. The contract that actually came back was for \$336,000.

[Translation]

Mrs. Julie Vignola: So the final contract value was \$336,000.

At the end of the day, who distributed the payments? Was it the Canada Border Services Agency or a third party?

[English]

Ms. Ritika Dutt: There were several layers that the payments went through. It went from CBSA to Coradix and Dalian. Coradix and Dalian then released the payments to GC Strategies. Finally, GC Strategies released the payments to Botler.

I would also add that Botler was actually not identified on any of the contracts. It was me and Amir personally.

[Translation]

Mrs. Julie Vignola: Okay.

How many payments were you supposed to receive under this contract, in which your company was ultimately not named?

[English]

Ms. Ritika Dutt: We were supposed to receive \$350,000 in total, before taxes, for Botler's work. It came back at \$336,000. We actually received only the first two payments, which came to a total of \$112,000.

[Translation]

Mrs. Julie Vignola: You received two payments, but how many were you supposed to receive?

Ms. Ritika Dutt: There were supposed to be six.

Mrs. Julie Vignola: You said you received a total of about \$100,000. Is that correct?

[English]

Ms. Ritika Dutt: It was \$112,000.

[Translation]

Mrs. Julie Vignola: In the end, four payments are missing.

Ms. Ritika Dutt: That's correct.

Mrs. Julie Vignola: In the two payments you received, did you find any irregularities? If so, what were they?

[English]

Ms. Ritika Dutt: Yes, actually. On the second payment we received from GC Strategies, there was an overpayment of about \$2,000 and something. I'll have to confirm the amount. We knew there was something wrong with that amount. Recently, I reverse-engineered the math. If you multiply that \$2,000 and something amount by six total payments, it adds up roughly to the \$14,000 that's missing. We would say that would explain why GC Strategies, which was allegedly not receiving any cuts or commissions, was added as an extra ghost contractor on the transactions with Botler.

• (1610)

[Translation]

Mrs. Julie Vignola: If I understand correctly, you were a second subcontractor. Initially, you were supposed to have a \$350,000 contract, but you were suddenly informed that you would have a \$336,000 contract. Then you realized, in the second payment, that the difference had been received by the subcontractor GC Strategies. However, since that company was no longer receiving any money, that amount was distributed to you.

[English]

Ms. Ritika Dutt: I would say that this is something that OGGO can ask for proof of, because we're not aware of the amount that was transferred between Dalian and GC Strategies, but we know that GC Strategies accidentally issued an overpayment to Botler of about \$2,000. We don't believe that was a mistake because, when you multiply that amount times six, it adds up to \$14,000, which is a missing amount.

[Translation]

Mrs. Julie Vignola: It's strange.

Our committee has studied Bill C-290, which aims to protect people making a disclosure. All of the witnesses we've heard from have been threatened and pressured.

You made a disclosure. Were you threatened or pressured? Were you forced to do something for such and such a reason? If so, what was it, how did it happen, and whom did it come from?

Ms. Ritika Dutt: Yes, we were threatened.

[English]

When we reported the misconduct, there wasn't just the September 2021 misconduct report. We also reported in December 2021, after which the CBSA responded by cancelling the project. They had asked for us to provide the remainder of the work over to them, which we did. We provided the work in full in February, but they came back in March 2022 and said that, on top of the actual work we did, we would have to hand over every single note, document and record we had that was associated with the project—essentially, that would be the records and evidence of the misconduct we had uncovered—and that those records should be handed over to Coradix and Dalian as the contractor, even though they were fully aware that we had reported numerous times that we had no relationship with Coradix and Dalian. Even if we hypothetically were to have it, why would we hand over reports of evidence to the people whom we had reported misconduct against?

In that instance, Diane Daly, who was in charge of the file at the CBSA, started threatening us in the name of Canada and making demands that we would have to hand over these files. She gave us timelines of, I believe, 24 hours. We were threatened in the name of Canada.

[Translation]

Mrs. Julie Vignola: As you know, you have immunity in this committee.

What were the threats if you refused to provide the documents? Have those threats materialized? If so, whom did they come from?

[English]

Ms. Ritika Dutt: Those were issued by Diane Daly. Again, this is an individual from the CBSA who got involved once we started reporting, and she started sending responses on behalf of the CBSA. What they were demanding, on behalf of Canada, was that we send over all records that we have of all notes, file notes, documents or whatever we had. The threat was that, if we did not hand those over, we would not get paid, and we did not hand those over because that would be obstruction of justice. That's exactly what they were asking for in the name of Canada.

Because we did not hand over those records, they did not pay us the remaining amount owed to Botler.

[Translation]

Mrs. Julie Vignola: To be honest, I don't understand why you should have given them the notes, since you had given them the work for which you were supposed to be paid. I understand that, to date, in 2023, you have still not been paid in full for the work you did.

[English]

Ms. Ritika Dutt: That is correct.

What I would add is that we handed over the work to the CBSA. We handed it over to Firth, Kristian Firth at GC Strategies, on February 3, 2022. Based on the PSPC contracting rules, I believe they have five days to review the work and get back to us if they have any requests for modifications. I think that more than 45 or 50 days later they came back to us towards the end of March, which is towards the end of the fiscal year, to pressure us then to hand over

the documents, because there was a fiscal year-end deadline coming over. It was a pressure tactic to get us to co-operate and hand over documents to the parties that we had reported the misconduct against. Because we refused to do so, we were not paid.

• (1615)

The Chair: That is our time.

Next is Mr. Johns, please.

Mr. Gord Johns (Courtenay—Alberni, NDP): First, I wanted to start with thanking you for having the courage to do the right thing and to come forward. Really, you're heroes for so many people. Clearly, this has been going on for too long. I mean, there's more to this.

I want to go back to Ms. Vignola's thread around Ms. Daly. You'd gotten paid \$112,000 so far. You'd been promised \$350,000. You sent an email on September 27, according to The Globe and Mail. Ms. Daly sent a strongly worded email to GC Strategies and Coradix to pay you immediately. The next day, you got paid, or soon after. Is that correct?

Ms. Ritika Dutt: That is correct, but there is some more context to it.

At the same time that we sent the misconduct report to Antonio Utano, Amir had also sent an email to Ying-Ying Ong, who was another project liaison at the CBSA, requesting that immediately payments to the contractors—Dalian and Coradix—be stopped and any payments that had already been made to the contractors by the CBSA be refunded. We also stated very explicitly in the misconduct reports we submitted that we would not be accepting payments from these contractors and that we are not comfortable being associated with these contractors.

After we sent that, Diane Daly then intervened and sent the email saying that the payment had to be issued right away. We were also told by the CBSA that it was impossible to request a refund from the contractors and the money had—quote, unquote—gone down the drain. We were put in a position where we felt that taxpayer money had been wasted, and we had no other choice but to receive those payments through those contractors so that taxpayer money would not have, essentially, been flushed down the toilet.

Mr. Gord Johns: How long had you worked on the project before you sent the email in September and you hadn't been paid?

Ms. Ritika Dutt: Officially, we started work on the project at the beginning of February, I believe, but we had been working unofficially on the project for years. We started groundwork in I believe November 2019, when we were first contacted—

Mr. Gord Johns: By Mr. Firth...?

Ms. Ritika Dutt —by Mr. Firth. Also we were told by Mr. Firth on behalf... This was a message relayed from the CBSA: that as soon as we had the meeting with President Ossowski at the time, in September 2020, we should start work right away on the project and the contracting would come through after, that the CBSA always paid, but to start the work now.

Mr. Gord Johns: Okay. You hadn't been paid for well over 18 months. It's a long time to be running a small shop and trying to survive.

Ms. Ritika Dutt: Correct.

Mr. Gord Johns: I can't imagine the enormous stress and pressure you would have been under.

Ms. O'Gorman said on Tuesday that it was her "understanding that the individuals at Botler...have been paid." Can you clarify?

Ms. Ritika Dutt: I believe she's literally using semantics there to say that we have been paid something, but we have not been paid in full.

Mr. Gord Johns: Do you believe she thinks that because you're subcontracting for the other companies that they were paid and they just haven't paid you, so they believe it's an internal issue between the two companies?

Ms. Ritika Dutt: The CBSA does say on record that this is an issue between the contractors. The CBSA is also aware through numerous records, ATIPs and direct reports that we have no relationship with the contractors. These were the CBSA's contractors, so I'm not sure where this relationship between us and the contractors would be enforced by the CBSA.

Mr. Gord Johns: I just find it really interesting that Ms. Daly would write an email to get you paid the first time, but Ms. Daly or Ms. O'Gorman haven't written them a second email to pay you the rest. They say it's not their problem. It's between contractors. They get involved when they choose to and don't get involved when they decide it's not in their best interest.

Ms. Ritika Dutt: That is correct.

In December 2021, when we again reported misconduct, after which the CBSA responded by retaliating and cutting the project, they had said.... It was either then or earlier Ms. Daly said that they must retain confidences in their contractors. Then, in the November 2022 misconduct report, where we stated we had still not been paid, the CBSA's Pierre Lessard, who is, I believe, now in charge of the investigation.... He is their chief security officer and director of something.... I'll have to clarify that. He came back and said that this was between us and our business partners. I find it very confusing that, when we first raised misconduct allegations, it was "their" contractors who they had to retain confidences in, but the second time around, it was now "our" business partners.

• (1620)

Mr. Amir Morv: Mr. Chair, if I can—

Mr. Gord Johns: I'm sorry. I only have a minute. You're going to get a chance too.

The people you subbed for have been paid for your work. Would that be true?

I'm going to dive in quickly. Can you talk about the reprisals that happened as soon as you sent that email in September, and have the RCMP spoken to you yet?

Ms. Ritika Dutt: I have not spoken with the RCMP yet. They have spoken with Amir.

We faced immediate reprisal from the contractors as soon as we reported the September 2021 misconduct. We had issues getting security clearances for other staff members who were supposed to be working on the projects. We had more delayed payments. They refused to meet with us to discuss issues. CBSA was supposed to meet with us to rework the contract into a clean contract. They kept pushing that meeting and essentially ghosted us.

Then, when we again reported that misconduct in December 2022, CBSA's reprisal was to cut the contract completely, saying they no longer had a need for such a solution.

Mr. Gord Johns: Thanks.

The Chair: Thanks, Mr. Johns.

Mr. Barrett, welcome back to OGGO. You have five minutes.

Mr. Michael Barrett (Leeds—Grenville—Thousand Islands and Rideau Lakes, CPC): Thanks very much, Mr. Chair.

Thank you very much, Ms. Dutt and Mr. Morv, for being here today, and frankly for the work you're doing on behalf of all Canadians—not just the principal work you set out to do with Botler but also the work you're doing with respect to accountability in government contracting. It's essential, and it's a main function of this committee, so I'm pleased you've agreed to join us and answer some questions.

Do you have any evidence related to identity theft?

Mr. Amir Morv: Yes, we do.

Mr. Michael Barrett: Are you able to provide that evidence to the committee?

Mr. Amir Morv: Yes.

Mr. Michael Barrett: Is it in printed form?

Mr. Amir Morv: Identity theft is basically—by no means am I a lawyer—a two-step offence that includes forgery and using identities to receive benefits. This is exactly what happened in our case.

Mr. Michael Barrett: Okay.

With respect to the Criminal Code offence of fraud on government, what evidence can you provide on fraudulent resumés or billings?

Mr. Amir Morv: Fraud on the government particularly includes individuals who claim or pretend to have some sort of influence with the government, and claim compensation for it. We have a big record of Mr. Firth and his associates promising different kinds of influence, contracts, the opening of doors and very specific things. They all requested commissions for it.

Ms. Ritika Dutt: I might quickly add to that.

You have already seen evidence of this in *The Globe and Mail*. They published an article with the email from Firth saying, "FYI". Read that email. He says the amount was cut but that we could recover it from the next one, which is CRA. That is promising a guaranteed contract with the CRA, and also promising that we are going to extract funds from one contract for another.

Mr. Michael Barrett: With respect to the email published in The Globe and Mail, are you able to provide the supporting documents for this and table them with this committee?

Ms. Ritika Dutt: Absolutely.

Mr. Michael Barrett: Thank you.

Continuing on with the list of requests for evidence—forgery, collusion and impersonation.... These all speak to Criminal Code offences. What evidence can you provide with respect to these?

Ms. Ritika Dutt: I think we can give you, very quickly, our original CVs and the CVs that were provided to the contracting authority showing that we had inflated experience. That's going to be the quickest one.

We also have multiple legal notices that we sent to the different parties involved, demanding that they provide proof of our consent to being named on the contracts, which we never provided. In not providing that response, it is evident it does not exist. That is another proof that our identity was stolen and used for the execution of the task authorization.

Mr. Amir Morv: Mr. Chair, I'll just add to that.

On fraudulent billing, the payments should not have gone through GC Strategies. The email referred to in The Globe and Mail today from Diane Daly requests payments go through GC Strategies. Payments should not have gone through GC Strategies. GC Strategies is not named in the contract.

Also, Ritika can talk about her experience with fraudulent billing. She wasn't working on the CBSA project, but her name appeared on invoices that Coradix submitted to CBSA and received payments for. We have proof of payments made by CBSA on invoices for someone who was not working on the project, but her name was there.

• (1625)

Mr. Michael Barrett: Can you submit those documents to the committee clerk?

Mr. Amir Morv: Sure.

Mr. Michael Barrett: Thank you.

Kristian Firth told you he was friends and had a relationship with Cameron MacDonald. Is that correct?

Mr. Amir Morv: That is correct.

Mr. Michael Barrett: In reference to Mr. MacDonald, did Mr. Firth tell you, "I've been with him his whole career in the government"?

Mr. Amir Morv: That is correct.

Mr. Michael Barrett: Were you ever coached or directed to offer praise of Mr. MacDonald?

Mr. Amir Morv: That is correct.

Mr. Michael Barrett: Who else did Kristian Firth tell you he was friends with and had a relationship within the government?

Mr. Amir Morv: Mr. Firth had a very wide network of high-level executives whom he was friends with. They were mostly contracting authorities, C-level government executives and assistants.

I remember Mr. Firth and one of his associates always referred to breaking their rules. Mr. Firth dealt only with DGs and up to ADMs. One of his friends dealt only with all the ADMs and DMs. Other contacts Mr. Firth had in those close relationships were, I believe, a director general and an acting chief information officer of Transport Canada, which was another agency that wanted to procure Botler—

The Chair: I'm afraid I have to interrupt. That is our time.

We'll go to Mr. Sousa, please, for five minutes.

Mr. Charles Sousa (Mississauga—Lakeshore, Lib.): Thank you, Chair.

Thank you both for being here.

We all share concerns. We want to make certain that we get to the bottom of this, that people are being respected, that there is integrity and that there are proper discipline and processes in place. I appreciate your standing up and recognizing some of these issues.

During the project, how many people were working on it? Was it just the two of you, or were there more in your shop?

Ms. Ritika Dutt: No. There were several people who worked on the project.

I was not working on the project—I was on medical leave—but Amir had a team at Botler working on it that was internal. We also had several subject matter experts who were external to the project. The TA would not have been correct and reflected that there were only two resources.

Mr. Charles Sousa: You didn't have a contract with the CBSA.

Ms. Ritika Dutt: No.

Mr. Charles Sousa: You had no relationship with the Government of Canada. Other than doing the work, you had no contractual relationship with the Government of Canada.

Ms. Ritika Dutt: For this instance, no. We had a separate contractual relationship with the Department of Justice for a completely different project, but for this specific project, no. We had no—

Mr. Charles Sousa: This specific project was a pilot.

Ms. Ritika Dutt: Yes.

Mr. Charles Sousa: It wasn't ArriveCAN.

Ms. Ritika Dutt: No.

Mr. Charles Sousa: This is not about ArriveCAN. You're disputing with your middlemen, I guess.

Is GC Strategies the one you had a contract with?

Ms. Ritika Dutt: We had no contracts with any of the parties.

Mr. Charles Sousa: How were you made aware of the opportunity?

Ms. Ritika Dutt: They spoke with us. They were speaking on behalf of the CBSA. The CBSA also—verbatim—told us to work with GC Strategies.

Mr. Charles Sousa: I'm sorry. You had contact with the CBSA.

Ms. Ritika Dutt: We had contact with the CBSA—

Mr. Charles Sousa: But you didn't have a contract with them.

Ms. Ritika Dutt: That is correct.

Mr. Charles Sousa: GC Strategies...you said it didn't have a contract with the CBSA.

Ms. Ritika Dutt: It had different contracts with the CBSA, but it was not involved in the final contract that was executed, which was supposed to be for our work.

Mr. Charles Sousa: Who did...? Who had the final contract?

Ms. Ritika Dutt: It was Dalian and Coradix.

Mr. Amir Morv: GC Strategies had a contract with the CBSA. For example, for ArriveCAN, I think it tabled different contracts with the agency. These were professional contracts that a company like GC Strategies used to retain services of professionals.

GC Strategies had contracts, but GC Strategies didn't use its contracts for our pilot. It brought in different firms by the names of Dalian and Coradix. Those firms had a contract with the CBSA that was used for ArriveCAN.

Mr. Charles Sousa: Who paid you?

Mr. Amir Morv: GC Strategies paid us.

Mr. Charles Sousa: They paid you twice.

Mr. Amir Morv: Twice.

Mr. Charles Sousa: For the full \$350,000.

Mr. Amir Morv: No, it was for \$112,000.

Mr. Charles Sousa: It was for \$112,000, so you're still out \$238,000.

Mr. Amir Morv: That is correct.

Mr. Charles Sousa: Your point of contact is GC Strategies. That's who's paying you.

Mr. Amir Morv: No. The CBSA should pay us, because the work was—

Mr. Charles Sousa: No. You don't have an agreement with the CBSA—

Mr. Amir Morv: We don't have an agreement with—

Mr. Charles Sousa: You don't have a contract. It didn't contract you. It was GC Strategies that provided you the opportunity.

• (1630)

Mr. Amir Morv: No. It was the CBSA, because the work was for the CBSA—

Mr. Charles Sousa: I understand, but who approached you?

Ms. Ritika Dutt: It was sent on behalf of the CBSA.

Mr. Amir Morv: I'm sorry.

The CBSA basically sent Mr. Firth and the contracting authority of the CBSA, Mr. Cameron MacDonald, who specifically stated that you have to work with GC Strategies if you want to work with the CBSA. He was the contracting authority.

Mr. Charles Sousa: This was for the pilot, not ArriveCAN. This was the pilot scenario.

Mr. Amir Morv: The pilot went through the same contract as ArriveCAN. ArriveCAN is not one contract. ArriveCAN has been implemented through a series of contracts. One of those contracts is the same contract that Botler was executed under.

Mr. Charles Sousa: Did you see any of these other individuals use other subcontractors to do the work?

Ms. Ritika Dutt: For which instance?

Mr. Charles Sousa: I don't know yet. I'm trying to understand which instance we're talking about.

You're talking about this particular one, which is a pilot. You didn't do anything on ArriveCAN. You only did this pilot piece. You're looking for that money to be paid and you have concerns about nefarious issues that may have taken place, so we're trying to get to the bottom of that.

Ms. Ritika Dutt: I think it's.... I'm sorry. Go ahead.

Mr. Charles Sousa: The RCMP have written saying that they're not investigating ArriveCAN. That's not the issue. They are addressing some of your concerns through another issue, which I presume now is this matter. It's not ArriveCAN. Is that correct?

Ms. Ritika Dutt: I think there's a confusion that this is about a payment. This is about the systemic corruption that we've uncovered. The concerns we have brought to the government, at every level, are about systemic corruption.

The systemic corruption was reflected in the manner that Botler's contracting was executed. It was reflected in ways that the ArriveCAN contracting was executed. That is what is being investigated right now.

Mr. Charles Sousa: I'm confused. Why did you do the deal? You had an opportunity to approach CBSA and put forward a proposal. Did that not occur?

Ms. Ritika Dutt: The CBSA contacted us. We were not the ones who approached the CBSA.

Mr. Charles Sousa: I thought GC Strategies contacted you.

Ms. Ritika Dutt: It was on behalf of CBSA.

The Chair: I'm sorry, Mr. Sousa, but I'm afraid that is our time. We'll get back to you.

Ms. Vignola, you have two and a half minutes, please.

[Translation]

Mrs. Julie Vignola: Thank you very much, Mr. Chair.

I would like you to confirm or deny something.

You found irregularities in your contract with the Canada Border Services Agency, and you found exactly the same irregularities in the case of ArriveCAN, seeing the documents filed by GC Strategies.

Did I understand correctly?

[English]

Ms. Ritika Dutt: That is correct.

I believe that Amir could speak a little bit more towards the irregularities that have been identified.

[Translation]

Mrs. Julie Vignola: Okay.

Mr. Morv, according to your audit of the GC Strategies documents, how many days or years of work were billed to the government for the ArriveCAN application? Is that a normal number of days of work?

[English]

Mr. Amir Morv: Based on my assessment, ArriveCAN does not require \$5.5 million of work only on the front-end development of the application, based on the contracts that were tabled by Mr. Firth to this committee. I believe that we worked around the days.... There were 32 years' worth of work required for ArriveCAN and only just for the front end of the app. Mr. Firth tabled 32 years' worth of work just for the forms.

[Translation]

Mrs. Julie Vignola: So, for the form, for the basic skeleton that ordinary people see, 32 years of work have been billed to the Government of Canada.

[English]

Mr. Amir Morv: That's correct.

[Translation]

Mrs. Julie Vignola: Thank you.

[English]

The Chair: You have 20 second left.

Mr. Johns, we will go over to you, please.

Mr. Gord Johns: I'll take them. Thank you.

I'll just be really clear about the relationship with ArriveCAN. The fact that Mr. Firth and the CBSA and their relationship...and your highlighting how they do business is absolutely related to ArriveCAN.

I just want to know who wrote you the cheque for \$112,000. Who paid you? How did GC Strategies pay you if they don't have a contract?

Mr. Amir Morv: That's a very good question, and that's basically the concept of a ghost contractor.

Mr. Gord Johns: They found \$112,000 to pay you, although you don't have a contract with anybody.

• (1635)

Mr. Amir Morv: That is correct.

Mr. Gord Johns: They got caught without a contract and they paid you, because they were worried about how they were going to make this work.

Mr. Amir Morv: Perhaps. I can't speak on their behalf—

Mr. Gord Johns: I've never heard of anybody doing contract work for the government and getting paid without a contract.

Mr. Amir Morv: Well, that's the case.

Mr. Gord Johns: Okay.

On the fraudulent piece, I'm really concerned about the indigenous set-aside.

Can you speak about that and how that feels—you've been paid—when you know that this money is supposed to be for indigenous procurement? Those are Canada's goals, and they tout that they're meeting the 5% threshold for all indigenous procurement.

Mr. Amir Morv: We were shocked when we learned that this contract was a set-aside for indigenous contracts. According to the terms of the contract, based on my understanding, individuals who work on the contract should be of indigenous origin. We are not indigenous and we would absolutely never agree to work on any indigenous contract. Those contracts should specifically be awarded to indigenous communities. They should work on those contracts.

Mr. Gord Johns: In the spirit of reconciliation and as a settler like me, how does it feel to see that this work isn't going to indigenous peoples, as was intended, who are the founding peoples of this place?

Mr. Amir Morv: We felt disgusted.

Ms. Ritika Dutt: I think it's a slap in the face for indigenous businesses. They believe they have an opportunity to go after those contracts, but in reality those contracts are being subcontracted and executed through parties that would not actually be eligible for those funds.

The Chair: Thanks, Mr. Johns.

We'll have Mr. Genuis, please, for five minutes.

Mr. Garnett Genuis (Sherwood Park—Fort Saskatchewan, CPC): Thank you.

Mr. Chair, I'm shocked by what I'm hearing today. I never would have expected to hear this kind of testimony at a parliamentary committee in Canada.

You, our witnesses, are describing what is horrific systemic corruption in the procurement system. It's systemic government corruption. You're presenting a clear timeline and clear evidence to support those incredibly serious allegations.

Members of the government are saying that this isn't about ArriveCAN. I think it is about ArriveCAN, but it is also much bigger than just ArriveCAN.

I want to say back what I think was your description of it and get you to confirm that I have this right.

You're describing a system in which government contracts go to preferred contractors. They claim to subcontract to others, who they claim did the work. They provide reports on this, but those subcontractors might not be doing the work. They might not know they're being named, and they might not even exist in some cases. This system allows those initial contractors to overbill taxpayers and cash in big. Is that what's going on here?

Mr. Amir Morv: In our case, the system encouraged the contractors to do this.

That is correct.

Mr. Garnett Genuis: Wow.

To your knowledge, how widespread is this system?

Mr. Amir Morv: If you look into today's Globe and Mail article, for only the three contractors that we're discussing, and Botler and ArriveCAN—they're the same contractors—it's half a billion dollars in the past 10 years.

Mr. Garnett Genuis: Okay.

As I think you know, but just for the benefit of the public, parliamentary committees have significant powers when it comes to requesting information. I think Canadians are looking to us, the government operations committee—the mighty OGGO, as the chair likes to call it—to do all we can to get to the bottom of this. In a moment, I'm going to ask you what documents we should be requesting as a committee to help us further understand and dig into what's going on.

First, you mentioned the breadth of this.

I want to request that the committee ask for all contracts between a government department, agency or Crown corporation and GC Strategies, Dalian or Coradix, over the last eight years. I'd like to request those contracts by Tuesday of next week. Is there agreement for that request?

The Chair: Could you repeat that for the clerk, please?

Mr. Garnett Genuis: If my time will be paused, I'll repeat it.

It's that we request all contracts between a government department, agency or Crown corporation and GC Strategies, Dalian or Coradix for the last eight years, and that those documents be provided by Tuesday.

• (1640)

The Chair: We're going to suspend.

• (1640)

(Pause)

• (1640)

The Chair: We're back.

Can we agree to this, colleagues?

Mr. Jowhari.

Mr. Majid Jowhari (Richmond Hill, Lib.): Thank you.

We support this motion with two amendments.

One is that we'd like to go at least 12 years back. The other thing we'd like to do is get an extension. There are a lot of documents, so instead of next Tuesday, we'd ask for probably the following Tuesday, which is two weeks. A third point is that all of these are available already on open source. If you're looking for something else, we need to get clarification.

In general, we're in agreement, with those three caveats.

Mr. Garnett Genuis: Chair, to be clear, it's all contracts—the full contracts—which I do not believe are available on open source.

For the last 12 years and by the following Tuesday, we agree on that. Let's proceed.

The Chair: Go ahead, Mr. Johns.

Mr. Gord Johns: I've been through this circle. I'm not trying to give the government any more time, but I actually want the docu-

ments. I'm worried we're going to come back here in two weeks and there will be a pile of things missing and with redactions.

Why don't we go with three weeks? I want to go 12 years, but I want them. If we do two weeks, there's no way we're going to get them.

It sounds like there's a lot, with potentially half a billion dollars' worth of contracts. I want the information and the typical standard—

The Chair: Just so we can move on, are we fine with three weeks?

(Subamendment agreed to [*See Minutes of Proceedings*])

(Amendment as amended agreed to [*See Minutes of Proceedings*])

The Chair: Ms. Vignola, let's wrap this up, please.

[*Translation*]

Mrs. Julie Vignola: It will be brief. I just want to make sure that the documents will not be redacted.

[*English*]

The Chair: I do believe that we're asking for them to be translated and unredacted. It's just the contracts.

Are we good with that, colleagues?

(Amendment agreed to [*See Minutes of Proceedings*])

(Motion as amended agreed to [*See Minutes of Proceedings*])

The Chair: We agree with the subamendment. We agree with the amendments, and we agree with the motion.

Thank you, colleagues.

Go ahead, Mr. Genuis, please.

Mr. Garnett Genuis: The other thing, in terms of documents, is that Mr. Barrett and others have requested documents from our witnesses. I want to make sure that there's agreement from the committee to publish the documents that our witnesses should wish to provide to us. That's not necessarily automatic. I think that, if they provide evidence that supports their testimony, it should be made available publicly.

The Chair: If they have agreed to provide them to us, we do have a rule...or we've passed a motion in this committee that they're to be provided to us within three weeks if they've agreed to.

Mr. Garnett Genuis: I'm not talking about the contracts. I'm talking about the documents that these witnesses wish to provide to us. I'm saying that we would make those documents publicly available.

We're having this important testimony. If they're providing evidentiary support for that testimony, we should be, as a matter of course, sharing that evidence along with their testimony.

• (1645)

Mr. Charles Sousa: I would be very cautious about that, given the privacy issues and the issues of competitiveness. You're not just talking about Botler. You're now involving a number of other companies, and it would be totally inappropriate to go public on something that has sensitivity. You're talking about other people's businesses, and I don't think we have that right.

Mr. Garnett Genuis: We're talking about the documents that the witnesses provide us.

The Chair: I'll let Mr. Johns speak, and then I'll just comment quickly on past practice.

Go ahead, Mr. Johns.

Mr. Gord Johns: Can we get the documents and then have a discussion with the committee? If we identify concerns, then we can have that conversation.

The Chair: That was going to be my suggestion, as we've done that in the past during committee.

Are we fine with that, colleagues? We will receive the documents here, and we will decide whether we release anything.

Some hon. members: Agreed.

The Chair: You have 20 seconds, Mr. Genuis.

Mr. Garnett Genuis: I'd like you to share with us what documents we should be requesting that will provide further support to help us understand this issue.

Mr. Amir Morv: I believe that we should request all proof of valid security clearances of any individual who worked on these contracts and consent of individuals who are named on these task authorizations for half a billion. It's important that they consent and that they're aware that their names are, basically, used in these TAs. I think that's the bigger issue.

Mr. Garnett Genuis: Is our agreement to request that information?

Mr. Charles Sousa: I have a point of order, Mr. Chair.

I believe that you're asking for documents pertaining to an actual investigation by the RCMP. That is being done now. There's another investigation under way that pertains not to ArriveCAN but to these other matters. I presume that's what you're—

The Chair: Mr. Sousa, that's not a point of order.

Mr. Charles Sousa: No, but that is—

The Chair: I've ruled it's not a point of order, Mr. Sousa.

Could you please just quickly repeat what you're asking for? I just want to make sure that the clerk has received that information and that we quickly agree or not on that issue.

Mr. Garnett Genuis: Would you just repeat that, Mr. Morv?

Mr. Amir Morv: The consent of any individual who is named on any task authorization should be provided and also verification by ISS from PSPC that any security clearances that link to those individual names are verified and validated by PSPC.

Ms. Ritika Dutt: Those are not under investigation.

Mr. Garnett Genuis: They are documents related to requests for consent verification.

The Chair: Just to interrupt, we also should be clear who you're requesting them from.

Mr. Garnett Genuis: It would be PSPC that would have these documents.

Mr. Amir Morv: It would be PSPC for the security clearances. It would be PSPC for both, for security clearances and for consent.

Mr. Garnett Genuis: As for the date, I'm happy to defer to the three-week timeline proposed.

The Chair: Are we comfortable with three weeks?

Some hon. members: Agreed.

The Chair: That's wonderful.

Mr. Jowhari, please go ahead.

Mr. Majid Jowhari: Thank you, Mr. Chair.

Welcome, witnesses.

Let me start by extending our sorrow for the experience you had in your previous work as it relates to sexual harassment, and kudos to you for turning that into a success at Botler. Congratulations, and I'm sorry that it happened to you.

I'm going to go back to the contract that you had through GC Strategies with CBSA. This was a pilot project for an application that deals with sexual harassment at work enabled by AI. Is this true?

Ms. Ritika Dutt: Yes. I'd like to clarify that there was no contract, but CBSA approached us for a solution that would help individuals who have faced harassment, including sexual harassment, in the workplace. It was in compliance with Bill C-65.

Mr. Majid Jowhari: Okay. You worked with CBSA, but you got paid through GC Strategies.

Ms. Ritika Dutt: That is correct, and we—

Mr. Majid Jowhari: Fair enough.

Had you agreed to be paid through GC Strategies?

Ms. Ritika Dutt: No, we emailed the CBSA and asked them to stop all payments and said that we would not accept payments from the contractors.

Mr. Majid Jowhari: Okay. When was the first payment to you made by GC Strategies?

Ms. Ritika Dutt: It was after we sent the report that we would not like payments from them. It was two days later.

Mr. Majid Jowhari: What did you do with that payment?

Ms. Ritika Dutt: We were told that the money would go down the drain and that they couldn't ask for a refund, so we felt—

Mr. Majid Jowhari: No—I'm, sorry, but you accepted two payments totalling \$112,000 from GC Strategies.

• (1650)

Ms. Ritika Dutt: Yes, we accepted those payments.

Mr. Majid Jowhari: Those two payments were how far apart?

Ms. Ritika Dutt: They were a month and a half apart, I believe.

Mr. Majid Jowhari: They were a month and a half apart.

Once you took the first payment, then the second payment came from GC Strategies. That payment was also accepted and processed.

Ms. Ritika Dutt: Yes, it was paid late but accepted.

Mr. Majid Jowhari: Okay. Does that show an intent or acceptance of there being at least a contract with GC Strategies as at least the processing agent for this contract with CBSA?

Ms. Ritika Dutt: I would not agree with that, because this was directed by the CBSA, and we are a small company. We don't have the right to fight back with the CBSA and to tell them what they can and cannot do.

Mr. Majid Jowhari: Okay. Once CBSA reached out to you and said, "We love your application. We want to do it. Come and do a pilot and proof of concept", what was the proof of concept supposed to accomplish?

Ms. Ritika Dutt: The proof of concept was supposed to establish the solution within the CBSA and to help their own individuals. It was supposed to run for six months, after which the CBSA would then sell enterprise licences for Botler's solution to the entire Government of Canada.

Mr. Majid Jowhari: That's great. Did you have modifications? The contract you shared with us was for \$350,000 for licences for x number of employees at CBSA.

Ms. Ritika Dutt: We were never even allowed to deploy the solution within CBSA because the project was cut when we reported misconduct. For the portion we did start work on, that was for the configuration of our existing solution.

Mr. Majid Jowhari: Okay. There was a solution. It needed to be configured. You partially configured that so you could go through proof of concept. Then you realized there was misconduct. You informed CBSA. CBSA said, "Hold on a sec. We're going to pull this contract out."

Ms. Ritika Dutt: Yes, and we had fully configured it, actually. We turned on all the—

Mr. Majid Jowhari: You fully configured it, but it never got to the point of demo and implementation, etc. You delivered the fully configured application to CBSA.

Ms. Ritika Dutt: We did demonstrate it to CBSA, but we did not implement it with CBSA employees.

Mr. Majid Jowhari: How long did this process take? Was it five months or three months?

Ms. Ritika Dutt: It was supposed to take six months. It took almost an entire year.

Mr. Majid Jowhari: During an entire year, you were configuring the system and enhancing it to meet the requirements, and then

you never got a chance to actually roll it out because it got pulled away.

Ms. Ritika Dutt: That's correct. We configured it, but we did not—

Mr. Majid Jowhari: The total agreed number was \$350,000.

Ms. Ritika Dutt: Yes. That was through a fixed-price contract that should have been a contract.

Mr. Majid Jowhari: You also mentioned another \$50,000 and another \$20,000 for a total of \$420,000. Did I misunderstand? We have a stream of \$350,000, \$336,000, \$112,000 and another stream of \$350,000, \$50,000 and \$20,000.

Can you help me with that?

Ms. Ritika Dutt: Absolutely. When we were approached, we gave the price of \$350,000 for our work. We got back a contract that was not even with us. It was between GC Strategies and Dalian. It would be \$336,000 for Botler. On top of that \$336,000, they added another 20% as commission, so the value of the contract ended up at \$420,000, before tax. That was given to Dalian, and GC Strategies had originally told us that, on top of our \$350,000, they wanted to add \$50,000 as a commission.

Mr. Majid Jowhari: Okay. I'll have another turn and I'll ask.

Thank you.

The Chair: Thank you, sir.

We have Ms. Kusie.

Go ahead, please.

Mrs. Stephanie Kusie: Thank you, Chair.

It's very evident that everyone in this room, including the government, should be concerned as it's very evident that there definitely seems to be some type of systemic problem at play here, and that's absolutely what we have to get to the bottom of with this committee.

In addition to the large amounts my colleagues mentioned, I see that GC Strategies has contracts, in fact, with more than 20 departments across the government. There is no way this is not systemic. We absolutely have to get to the root of what happened not only there but also where else it is happening within the government. That is most definitely the objective here.

Before I move on to my next line of questioning, I want clarify for a final time your communication with Mr. Ossowski. He said initially that he didn't have any meetings with you. Then in the most recent meeting he retracted that. He stated that he had just the Teams meeting with you. Is that accurate?

• (1655)

Ms. Ritika Dutt: The only meeting we had with him was the Teams meeting. It was delayed a few times because of the pandemic, but then it took place on Teams. We had email communications with him on top of that.

Mrs. Stephanie Kusie: Okay.

In an effort for us to get to the bottom of this, we've asked for the documentation, but we have to get to the who. Who is behind this? Who is behind this within the CBSA? Who else might possibly be behind this within the government?

Which government officials did you talk to in pursuit of the CB-SA contract—just for the pilot?

Ms. Ritika Dutt: We were informed by the CBSA that it intended to take this enterprise throughout the government. In support of that, GC Strategies took us to meetings with various government departments and officials.

I believe you're asking for names.

Mrs. Stephanie Kusie: Please.

Ms. Ritika Dutt: There was Philippe Johnston at Transport Canada. Marc Brouillard and Paul Girard were at the Treasury Board of Canada. There was an individual whose name is, I believe, Daniel Gaudreau. He was at the CRA at the time.

There were some other individuals who I can't recall right now, but I can certainly provide their names to you after.

Mrs. Stephanie Kusie: Sure. That would be very helpful.

You mentioned that this piece you were working on was to be used as a pilot and, perhaps, implemented across other departments as a technical solution for Bill C-65. Were any other departments indicated to you, where it might potentially be used if it went well at the CBSA?

Ms. Ritika Dutt: It was supposed to be used by the entire government for Bill C-65. That's why the CBSA wanted to be the one.... It said it was the pathfinder. It wanted to get the credit for it.

Everybody we spoke with...it was for the same implementation of that same solution that was being identified as a pathfinder by the CBSA.

Mrs. Stephanie Kusie: Okay.

We have names such as Cameron MacDonald, obviously, and Mr. Doan, who was here the other day, the then-president Mr. Ossowski and the now-president Ms. O'Gorman.

Were there any other officials at the CBSA whom you communicated with?

Ms. Ritika Dutt: Antonio Utano was the one I sent the report to. We were told by Mr. Firth that he does a lot of business with Mr. Utano. There was also the individual I named today: Diane Daly. She stepped in after we submitted the report—

Mr. Amir Morv: I'm sorry.

There's a list of individuals within the CBSA who are engaged with the Botler project in one way or another. Mr. MacDonald specifically gave us some names. For example, he mentioned that Pierre Lessard has the values and ethics piece of this task authorization. He's the individual who's now in charge of the investigation of this file within the CBSA.

There's a long list of individuals who were involved in this pilot.

Mrs. Stephanie Kusie: Was there ever any mention of a minister, or communication with a minister about a ministerial decision for this pilot project?

Mr. Amir Morv: For this pilot project specifically, no, there was not, but for the enterprise licences that were the bigger licences for the Government of Canada, yes, there was.

Mrs. Stephanie Kusie: Who was that?

Ms. Ritika Dutt: It was Deputy Prime Minister Chrystia Freeland.

Mrs. Stephanie Kusie: I appreciate that. Thank you.

Were you consistently communicating with Mr. Firth? Was he your only non-governmental contact relative to this contract?

Mr. Amir Morv: That is correct. Yes.

Mrs. Stephanie Kusie: You mentioned that Mr. Firth brought in Mr. MacDonald, as well as Mr. Brouillard. Was there any other party who was involved in these middle-person conversations?

Mr. Amir Morv: Not for the pilot, no. It was just Mr. Firth.

However, for the bigger enterprise software, yes, there was an individual by the name of Vaughn Brennan, who Mr. Firth stated rubbed shoulders with every ADM in town. He was brought in as a consultant.

Mrs. Stephanie Kusie: As a consultant—

The Chair: That is our time, I'm afraid.

Mrs. Stephanie Kusie: Okay. Thank you very much.

The Chair: We'll go to Ms. Atwin, please, for five minutes.

Mrs. Jenica Atwin (Fredericton, Lib.): Thank you so much for being here today.

I think we're all trying to wrap our minds around what's occurred here and how to move forward.

I'm looking at one of the reports of misconduct that were submitted by Botler AI. An allegation was made that Kristian Firth of GC Strategies approached you on behalf of Cameron MacDonald, the then-director general of the CBSA, about securing this contract. There is a statement that says that Mr. Firth organized meetings between Botler and Mr. MacDonald, who advised them on how to pitch their software to John Ossowski, then-president of the CBSA.

Can you talk about what the nature of those conversations was? Was it on how to pitch your software? What were the tools of the trade or the advice that was offered to you?

Mr. Amir Morv: We had a few different interactions with Mr. MacDonald, who was very hands-on, about how the software should be pitched and how we should technically position the software in a way so that it would be implemented by the former president, Mr. Ossowski.

We had a meeting at the CBSA's offices. The meeting began and we pitched the software the same way we pitch it to everybody. Mr. MacDonald stopped us and told us that this is the direction we should go in, and basically gave us some hints on what value the software should bring to the government, why the president should be interested in the software and why it should be implemented.

• (1700)

Mrs. Jenica Atwin: Have you ever experienced something like that before?

Mr. Amir Morv: No.

Mrs. Jenica Atwin: You also stated in some of the documents you provided that you'd never heard of Dalian before. Is that correct?

Mr. Amir Morv: That is correct.

Mrs. Jenica Atwin: You said that you had only given information to Coradix Technology Consulting under the belief that it was handling your security clearance.

What gave you that belief?

Mr. Amir Morv: We received an email from Kristian Firth, which was forwarded. It was an email with directions on how to conduct a security clearance. At the bottom of that email there was a very brief, one-line sentence saying that, for any information, just refer to security@coradix.com. That was the first time that we saw the name of Coradix.

We followed that instruction. There was a link on that email. We followed the link and immediately we received an email from the hiring manager, who was Antonio Utano.

At that point we thought that security was probably being conducted by Coradix. The reason we were misled into believing this was that we were never provided any information on the security clearance process. Even at the end when we signed the security briefing forms.... There is a clause on those forms that the organization that holds the security clearances should brief us on what the security clearances mean. I believe they signed that clause, but we were never briefed. We were never provided any information on how the system works or how the security screening works in general.

We weren't even provided with a reference letter or a requesting letter for the security clearances. We were provided verbal instructions to go and conduct our security clearances at a fingerprinting office.

We approached this office. We went to this office and the person who was conducting the security clearance was surprised and told us they had never seen anything like that, where someone comes with a verbal contract for security clearances. At the beginning, they told us that they couldn't really process the request because we didn't have an official document. We showed them the email we had received from Antonio Utano, the hiring manager. We ended up doing the security screening and it went through.

All that time we were thinking that Coradix was an entity that was conducting the background check on us, which is common. We also use the same entities for our own employees.

Mrs. Jenica Atwin: It's clear to me where Dalian comes in because they were what appears to be the flow-through as an Indigenous-led organization. It is deeply disturbing to me that it was used in such a manner.

Where does Coradix come in? Are they often working together? Were they pitched to you as a dual kind of company?

The Chair: I'm afraid that is our five minutes. Perhaps you can get back to us in writing or in the next round.

Ms. Vignola, go ahead for two and a half minutes, please.

[Translation]

Mrs. Julie Vignola: Thank you very much, Mr. Chair.

It still amazes me to see that, for dealing with the aesthetic aspect of the application, 8,190 days of work were billed. I can't get over it; it's blowing me away.

At one time, in the time of handwritten HTML, I created a website from A to Z, and it must have taken me about 80 hours. That was in 1999, so it wasn't very complicated. Of those 80 hours, I billed for 40, but that's another matter.

Whatever the case may be, the situation amazes me.

After you started the disclosure process, did you notice that strange things were happening? After you submitted your document to Erin O'Gorman, for example, did anything really strange happen to you, or did everything continue normally?

• (1705)

[English]

Ms. Ritika Dutt: As I mentioned, in December 2022, after we submitted the misconduct report to the CBSA, my emails were hacked and any records of emails that were sent from Kristian Firth directly to me were mysteriously deleted from my inbox.

Since then we have an email tracking solution called Mailtrack. Through Mailtrack, we are able to see which emails are being accessed. Only emails that are related to this misconduct and this wider misconduct that we have uncovered are being surreptitiously and suspiciously accessed at different times, so it is clear that my and Amir's communications are under surveillance.

[Translation]

Mrs. Julie Vignola: According to Mailtrack, your emails are being read by someone other than you, and only emails that relate to GC Strategies or Dalian or that include keywords like that are affected. Am I understanding that correctly?

[English]

Ms. Ritika Dutt: Yes, it's anything related to the misconduct. It's not necessarily just on GC Strategies or Dalian but also on reports we're sending and communications with CBSA, PSPC, Treasury Board Secretariat and any entity associated with the larger systemic government corruption we have uncovered. Those communications are regularly being accessed.

[Translation]

Mrs. Julie Vignola: It's strange.

Thank you.

[English]

The Chair: Thank you.

Go ahead, Mr. Johns.

Mr. Gord Johns: Have you done an ATIP to look at the invoices you've been paid?

Ms. Ritika Dutt: Yes, I have an ATIP, and I would be happy to table that.

Mr. Gord Johns: Does it show you getting paid?

Ms. Ritika Dutt: The ATIP was from Dalian. It showed they were billing for individuals who were conducting the work. It was for me, and there were two other names that were redacted. From the TA, we know those names were Amir and an individual named Patrick van Abbema.

Mr. Gord Johns: Did they not show an invoice paying you?

Ms. Ritika Dutt: No, we only learned through an ATIP.

Mr. Gord Johns: Is CBSA using your software?

Ms. Ritika Dutt: No, they are not. They stopped the pilot.

Mr. Gord Johns: Can you speak a little about who Mr. Brennan is?

Ms. Ritika Dutt: Mr. Brennan is an individual introduced to us by Kristian Firth in 2019. He was brought in as a self-styled political insider who was referred to as a mentor for Mr. Firth. When we were discussing how CBSA wanted to take this enterprise, he checked the pricing of \$23 million per year with Mr. Brennan. Mr. Brennan said that is a drop in the bucket. He's also the individual who wrote the case for Shared Services Canada for \$5 billion, based on what we were made aware of.

Mr. Gord Johns: Would it take you very long to produce a list of names? You talked about Mr. Lessard, Mr. Brouillard, Mr. Gaudreau, Mr. Utano and Ms. Daly, who are obviously key players directly related. Would it take you 24 hours to come up with a list of names you've dealt with on this?

Ms. Ritika Dutt: If you could give us until Monday, we can get back to Montreal and compile everything.

Mr. Gord Johns: Okay. Do I need a motion to ask that they provide a list, Mr. Chair, so we can add witnesses? I think we clearly need to hear from the people directly related to this.

The Chair: Perhaps to add some context....

Mr. Gord Johns: Yes, that would be great.

Ms. Ritika Dutt: Sure. Would I send this to the clerk?

Mr. Gord Johns: Absolutely.

You talked about the CBSA systems around security. We keep hearing from public officials who've reassured us over and over that the use of outside consultants and contractors doesn't pose a significant threat to Canada's data and security.

Can you talk about how you feel about that—you weren't given any proper clearance or an NDA—about Canada's security clearances right now? A lot of people's data are right at your fingertips.

The Chair: We need about a 10-second answer. I'm sorry.

Mr. Amir Morv: We were cleared. We had security clearances, but I find it very disturbing.

The Chair: Thank you, Mr. Johns.

Mr. Genuis, go ahead, please, for five minutes.

Mr. Garnett Genuis: Thank you, Mr. Chair.

I should have said this at the beginning of my last round: Thank you very much for being here and for your courageous and important testimony.

You identified, confirmed and provided evidence of systemic government corruption in procurement. This includes ArriveCAN. It goes beyond ArriveCAN, though. It's deeply disturbing and something our committee must get to the bottom of.

I want to ask you this: To your knowledge, who in elected office or among government political staff was aware of your concerns, and when and how did they become aware?

• (1710)

Ms. Ritika Dutt: When responses are being made on behalf of Canada, based on the laws and regulations PSPC has, a statement on behalf of Canada is made on behalf of the Minister of Public Services and Procurement.

We also know from different ATIPs that there were redactions regarding the involvement of ministers and ministerial staff. We cannot speak to who those ministers or ministerial staff were, because of the redactions.

Mr. Garnett Genuis: However, you know there was involvement of ministers and ministerial staff. You don't know who or how because of redactions, but you know they were involved. Is that correct?

Ms. Ritika Dutt: That is correct.

I believe Ms. O'Gorman said she also briefed the Minister of Public Safety, so I would assume that would be one of the individuals who would have been aware.

Mr. Garnett Genuis: Thank you.

Did you have any conversations with, send emails to or seek to notify any ministers, members of Parliament or political staff along the way?

Ms. Ritika Dutt: Before we reported the misconduct, I had briefed Minister Miller and Minister Lametti during a press conference on our justice work that we were working on the CBSA project. However, we did not involve ministers directly because we were already receiving responses on behalf of Canada. This would indicate that the ministers were providing the response, through the use of the term "Canada".

Mr. Garnett Genuis: Help me understand. You said you spoke to them at a press conference. Just help me understand what that interaction was like and what you said to the ministers about your concerns.

Ms. Ritika Dutt: There was a press conference in March 2021 for the announcement of our initiative with the Department of Justice's legal aid directorate for the citizen-facing solution. I believe it was before the press conference began. There were a few minutes, so I was chatting with both ministers. I told them, "We're working on this. We're really excited because we're working on a larger harassment solution beyond just the sexual harassment in the workplaces."

Mr. Garnett Genuis: Okay, so just to be clear, you were notifying them of your work on the project, but you weren't at the time advising them of any specific complaint, if I understand that right. Are there points along the way at which you provided information about your complaints or your concerns about the systemic corruption issues? At what point, from what you know, would they have become aware of this?

Ms. Ritika Dutt: From our own communications directly, when we started submitting reports to PSPC, which was in the summer, starting from May, we started addressing Canada. When we address Canada, that means we're addressing the Minister of PSPC. That's when we started direct communications, but we believe that they had knowledge before this.

Based on what Ms. O'Gorman said, I believe it was in December or January that she told the Minister of Public Safety. We're not sure exactly when, based on the redacted ATIPs, but the timeline of that ATIP is around summer and September of 2022, so that was when the redacted minister and ministerial involvement would have been.

Mr. Garnett Genuis: Thank you.

I would like to request unredacted versions of those ATIPs for this committee. Could you just, for the benefit of the committee and the clerk, describe what those ATIPs were?

Ms. Ritika Dutt: Sure. I can also provide to the clerk with the ATIP numbers so that you can ask for the unredacted versions, but I believe this one specifically was an ATIP of an ATIP.

I had sent an ATIP to the CBSA asking for records of communications made by the CBSA's Diane Daly outside of a contractual relationship with us. They had refused to release the records because they stated on record that we were actually contractors, and those contracts were held. We served the parties with legal notices. They were not able to provide proof of those contracts, and because they didn't release those ATIPs, I did an ATIP on that ATIP, and that's how we were—

Mr. Garnett Genuis: Okay. Is that enough information for the clerk to make the document request? It sound like not.

Okay, so please provide us—

The Chair: Who are you requesting it from? Are you requesting the emails from Ms. Dutt?

Ms. Ritika Dutt: I'll give you the ATIP numbers, and then you can ask for those unredacted.

Mr. Garnett Genuis: Okay. We'll have to wait, I think, until we have those ATIP numbers before we make those requests, but if you provide us with the ATIP numbers, I will then seek the agreement of the committee to request the unredacted versions of those ATIPs.

I hope I will have the support of the committee to work to get to the bottom of that.

Finally, this raises not just corruption concerns but also significant security concerns for me if we have ghost contractors. We don't know who they are. You have people talking back and forth about having dirt on other people. What kinds of security concerns does this raise from your perspective about Government of Canada information?

The Chair: I have to be the wet blanket and say that we are out of time again.

Mr. Garnett Genuis: A brief response...?

The Chair: No. We are past time, I'm afraid.

Mr. Sousa, you have five minutes please.

Mr. Charles Sousa: Thank you again.

Just to clarify, I know some of the correspondence and some of the discussions we're having now are about your pilot, about your work on that pilot and the work that has been contracted by CBSA through GC Strategies, if I understand you correctly. Why would you do the work without a contract?

● (1715)

Ms. Ritika Dutt: We were continuously engaged with the CBSA verbally, asking them to rework the contracting into a clean contract, and they had specifically told us they would.

Mr. Charles Sousa: Do you have correspondence between you and CBSA?

Ms. Ritika Dutt: Yes, and we—

Mr. Charles Sousa: But CBSA didn't contract you.

Ms. Ritika Dutt: CBSA told us that they would clean up the contracting after we raised our concerns that the contracting was not properly executed.

Mr. Charles Sousa: This was after you provided the misconduct...?

Ms. Ritika Dutt: It was both before and after.

Mr. Charles Sousa: You had correspondence with CBSA prior. You had discussions with CBSA directly prior to the misconduct, and you had agreements with them.

Ms. Ritika Dutt: We had no agreements with them. We were working with them in pure faith, which they are aware of, and their liaisons were working directly with Botler.

Mr. Charles Sousa: They weren't working through GC Strategies.

Ms. Ritika Dutt: No.

Mr. Amir Morv: I was the individual who worked with the CBSA. I was working with the CBSA all this time. The work began as early as November 2020.

I started working with the CBSA. There's no contract. There's nothing. We started working, and, as of February 2021, before we submitted the misconduct, we started talking about how the pilot should be implemented. They shared some non-public data with us about their harassment. We really were working very well with the CBSA without a contract, but GC Strategies was not involved at any stage.

Mr. Charles Sousa: That makes sense...right? You were doing work on behalf of GC Strategies, who contracted you out to do this work.

Mr. Amir Morv: Not on behalf of—

Mr. Charles Sousa: You have to work alongside the client, and the client in this case was CBSA. You had to continue this work to make that happen. That makes sense.

Ms. Ritika Dutt: That isn't correct.

Mr. Charles Sousa: Did they dispute your work?

Mr. Amir Morv: Nobody ever disputed the work.

We were not working on behalf of GC Strategies, just to be clear.

Mr. Charles Sousa: That's who the contract was with.

Ms. Ritika Dutt: There was no contract with GC Strategies.

Mr. Charles Sousa: The CBSA didn't have a contract with you. They had a contract with GC Strategies.

Ms. Ritika Dutt: They did not have the contract with GC Strategies either in this matter.

Mr. Charles Sousa: Who did they have a contract with?

Ms. Ritika Dutt: It was Dalian and Coradix.

Mr. Charles Sousa: That was the payment process.

Ms. Ritika Dutt: Yes, and our identities were stolen in the execution of the TA with Dalian and Coradix.

Mr. Charles Sousa: Did you finish the work?

Ms. Ritika Dutt: We did finish the work that was our portion, yes, and we submitted that work to them.

Mr. Charles Sousa: And they didn't use it.

Ms. Ritika Dutt: They didn't implement the actual solution, which was the actual work that they were supposed to implement.

Mr. Charles Sousa: When you had these meetings, were Dalian or GC Strategies involved in these meetings too?

Mr. Amir Morv: No. They were never involved in anything.

Mr. Charles Sousa: It was just you guys.

You don't know why you would have done this without a.... You just did this on a handshake. You didn't have a contract with anyone.

Mr. Amir Morv: It was more than a handshake. We have a trail of evidence of how we were directed directly by a contracting authority from the CBSA, who has contracting authority.

Mr. Charles Sousa: Am I getting it right? CBSA has contracting authority and they didn't contract you.

Mr. Amir Morv: They brought us in to do the work, so the work was—

Mr. Charles Sousa: You said they used GC Strategies to bring you in to do the work.

Mr. Amir Morv: No, they didn't. They used GC Strategies to receive payments from Coradix. GC Strategies is basically a ghost contractor. They don't exist on any legal documentation, but according to the Diane Daly email that was released today, CBSA insisted that the payments should go through GC Strategies—a ghost. They don't exist.

Mr. Charles Sousa: The contract was with Dalian.

Mr. Amir Morv: Dalian and Coradix....

Mr. Charles Sousa: We had a contract with them, and they contracted you.

Ms. Ritika Dutt: No. They did not contract us.

Mr. Charles Sousa: You didn't have a contract. You just did it because they asked you to do it.

Mr. Amir Morv: Essentially, out of nowhere GC Strategies came and said that Dalian and Coradix were brought in as a pass-through, and they will be the ones who will basically invoice the CBSA.

Mr. Charles Sousa: This is all about the pilot project.

Mr. Amir Morv: It's all about the pilot project.

Mr. Charles Sousa: You weren't involved with ArriveCAN at all in any of those activities. They were, because they were contracted with CBSA, but you weren't.

Ms. Ritika Dutt: But these identities that were stolen were executed through a TA that was used for ArriveCAN. There was criminal theft of our identifies on a contract with ArriveCAN.

Mr. Charles Sousa: That's why it's appropriate to have that investigated. That's what's being done. I presume that's what's being done. It's certainly not about ArriveCAN, because they're not investigating ArriveCAN, apparently.

Mr. Amir Morv: ArriveCAN is just a name. If you think about it, ArriveCAN is a trail of contracts and work that was built by GC Strategies and other contractors. We have an application called ArriveCAN, and contracts in those applications are being investigated. "ArriveCAN" by itself cannot be investigated, because it's just a name. For example, "Botler" can't be investigated. Acts with respect to contracting of Botler, or contracting, can be investigated.

When we're looking at any sort of investigation, I assume that the contracts engaged in our pilot will be investigated. That's just my assumption. I don't want to—

• (1720)

The Chair: That is our time, I'm afraid. I'm sorry. That is our time for this round.

It's Mr. Barrett, please, and then Mr. Jowhari.

Mr. Michael Barrett: I want to circle back to my questions from earlier.

You had listed off a bunch of positions of people Mr. Firth had said were part of his friend and relationship network. Are you able to tell me the names of any of those people?

Mr. Amir Morv: Sure. I think we had an agreement to table some of those names. Mr. Philippe Johnston, who was the CIO of Transport Canada, actually approved the pilot, but COVID started so we couldn't start. There's Marc Brouillard, the CDO of Canada, and a long list of other individuals who were engaged with the team.

Ms. Ritika Dutt: I would just quickly add to that.

There was an individual, only referred to us by his first name of Todd, who was an associate of Mr. Firth's who worked at PSPC and whom he referred to as the person who would be in charge of the entire enterprise rollout of Botler. He would essentially act as the sales agent for that transaction, for the entire enterprise rollout.

Mr. Michael Barrett: Was Kelly Belanger ever named as one of the people who was part of Mr. Firth's network?

Ms. Ritika Dutt: We had a meeting with Minh Doan and several directors general in December 2019, and Kelly Belanger was present. As we were walking into that meeting, Firth told us, "Oh, Kelly is one of my.... I know her really well. She's really good. We worked together."

Mr. Michael Barrett: Was Ms. Belanger the acting CIO of CBSA later when you sent your whistle-blower report?

Mr. Amir Morv: That is correct.

Mr. Michael Barrett: You mentioned earlier, and Mr. Genuis asked, about these players having "dirt" on each other. Can you maybe just take a minute to expand on that? What does that mean?

Mr. Amir Morv: We don't know exactly what kind of compromising material they have. For example, when a résumé is being forged and is being submitted as part of a TA, and when a contracting authority signs a task authorization that has a forged résumé there, that's something that the contracting authority is basically.... It could be used for extortion.

On the other end of it, let's say Mr. Firth engages in similar conduct. Let's say he forges a résumé, submits it and gets caught. Then the contacting authority would have some compromising material on Mr. Firth and could then direct Mr. Firth to do other criminal activities.

Mr. Michael Barrett: Obviously, the prospect of individuals collecting kompromat about people who presumably all have government security clearances is concerning in the context of these apps, which have access to Canadians' personal, private and medical information, particularly in an age where we're dealing with foreign interference by state actors. Surely if the "mutually assured destruction", as you described it, could be used with respect to individuals engaged in alleged criminality, then it could be used by foreign state actors to extract access to or extract information about Canadians, or to gain access to our networks. Would that be fair to say?

Mr. Amir Morv: That would be very accurate.

An individual who has basically engaged in conduct that is criminal is the perfect target for any sort of foreign interference operation. When bad actors try to recruit, they won't recruit a normal public servant. They go to someone with authority, someone like a contracting authority, who has access to systems, information and data, and then that individual would be the perfect target to be recruited.

Mr. Michael Barrett: Okay. Thanks very much.

The Chair: Mr. Jowhari.

Mr. Majid Jowhari: Thank you.

Mr. Morv, it seems to me that you were the one doing most of the heavy lifting during the pilot configuration, because you were away for personal reasons. I'm going to summarize, and then I'm going to move away, because I have to ground this for our team when we go back.

There was a good relationship with CBSA and a partnership that goes way back before the actual start sometime in February 2020. You worked well together to configure the system, and the understanding during all this time was that a contract will be formed with CBSA. That's what you believed.

Then you were informed by a contracting person from CBSA that, for your contract, you were now required to go through Dalian. Is that correct?

• (1725)

Mr. Amir Morv: That is not correct.

GC Strategies was the entity that said the contract will go through Dalian. It was not the CBSA. The CBSA told us we have to work with GC Strategies, and GC Strategies will be the entity that will subcontract our work.

Mr. Majid Jowhari: I'm sorry. Let me just make sure I understand.

All of the first part is true. Then when it comes to contracting, you were told by the CBSA contracting body that you'll be working with GC Strategies. GC Strategies then came to you and said that now you're going to be a subcontractor to Dalian.

Mr. Amir Morv: GC Strategies just came and said that this is how the contract was done, but that is correct. We were supposed to be the subcontractor of GC Strategies, but then Dalian showed up out of nowhere.

Mr. Majid Jowhari: Dalian showed up, and then we know all the numbers and know the 20%, etc. Thank you for that.

When was the first time that you heard about ArriveCAN?

Mr. Amir Morv: In terms of ArriveCAN, I don't recall exactly.

Ms. Ritika Dutt: I can provide an answer to that.

The app that became ArriveCAN was something that Firth would regularly speak to. When we were first interacting with him, starting in November 2019, he used it as an example. At the time, it was supposed to replace those immigration cards for border crossings. That was eventually then turned into ArriveCAN with the groundwork that was already complete.

Mr. Majid Jowhari: We have the background.

You heard of ArriveCAN, not in the form that it is now but as one of the projects that the CBSA was also working on with regard to electronic visa processing from abroad.

When did you hear about ArriveCAN, that somehow your résumés or some of the hours or resources from your company were charged to...? I'm still very unclear on the relationship with ArriveCAN. You're saying that somehow, as part of a TA, something happened. I'm trying to get clarification on that.

Mr. Amir Morv: I think that's the confusing part for everybody: how ArriveCAN was actually built and how ArriveCAN was contracted. ArriveCAN was built as part of a series of contracts. The work under these contracts was implemented through a document called a task authorization. The same contract that was used for ArriveCAN was used to pilot Botler. It was the same standing offer, the same supply arrangement, between Dalian and Coradix and government that was used.

Mr. Majid Jowhari: Is it fair to say that there was a pool of money available, apparently from the CBSA, so that the contract or the transaction somehow allowed the CBSA to be able to be flexible enough to use that TA number to pay for the pilot as well as for ArriveCAN?

Under any circumstances, did any of your times or résumés show up as part of the jobs for ArriveCAN?

Ms. Ritika Dutt: We don't even know that, actually.

Mr. Amir Morv: I think that's something that should be investigated, because we don't know whether our names are—

Mr. Majid Jowhari: You're not sure on that.

• (1730)

Mr. Amir Morv: We don't know about that. That's correct.

Mr. Majid Jowhari: Because of the extensive relationship they have, can you kindly forward to the committee all the documents, whether it's email, whether it's text or whether it's your recollection of what the conversation was with the CBSA around your engagement on the pilot, within the agreed timeline that we have.

You have an extensive relationship with the CBSA that is all good and is based on trust. We need to make sure that we establish that, as well, to be able to follow.... I formally request that you submit that, please.

I'm out of time now. Thank you.

Mr. Amir Morv: Sure.

The Chair: Thank you.

Are you clear on what Mr. Jowhari is looking for?

Mr. Amir Morv: Absolutely.

Ms. Ritika Dutt: Three weeks, I believe, is the timeline.

The Chair: Yes, please. If there are issues, please let the clerk know.

We're down to the last 15 minutes, and we should be able to squeeze it in if we stick to our times.

Ms. Vignola, you have two and a half minutes, please.

[*Translation*]

Mrs. Julie Vignola: Thank you, Mr. Chair.

I'm basically going to make some comments.

Thank you very much, witnesses. What you are telling us today requires a lot of thought and courage. I say courage because you did what needed to be done, which was to identify irregularities in certain situations. As a result, you have been subjected to financial threats, which have materialized, since you have not been paid for all your work. Your identity was stolen and used without your consent. You went through some strange things, at the very least. You noticed that some of your emails were being tracked because of the subject matter. It's really strange. If we were in a less democratic country, I would understand, but we are in Canada, not in one of those countries, which I will not name.

I applaud your determination, which should permeate every public servant. I am talking about the determination to ensure that taxpayers' money is spent properly and responsibly. That is what you did, even though you are outside the machinery of government. Thank you for that. Thank you for keeping your head high and your back straight. It has to continue that way.

That's all for me, Mr. Chair.

[*English*]

The Chair: Thank you.

Mr. Johns.

Mr. Gord Johns: I'm going to follow that with the same thing. I can't thank you enough for speaking truth to power. It takes a lot of courage to do that. You really need to be recognized for that today.

Did you hear anything—Mr. Firth, or anything—that would concern you that there would be anything fishy going on, like something illegal or money moving around that wasn't documented, or anything like that?

Ms. Ritika Dutt: Mr. Firth literally told us that this is for more than just credit for Mr. MacDonald. Take what you will from that.

Mr. Gord Johns: Okay.

Ms. O'Gorman and Mr. Ossowski testified the other day. Do you have any thoughts or concerns or maybe any comments on their testimony, which should be further examined?

Mr. Amir Morv: We both have very serious concerns about the testimony that President O’Gorman made two days ago. She specifically mentioned that the CBSA is “working with the RCMP” to obtain Botler’s records. This, to us, is a very alarming attempt to obstruct justice. CBSA is not entitled...and they should not interfere with the RCMP investigation in this matter. I urge them not to basically interfere in any matter or request any kinds of records from the RCMP.

I confirmed with the RCMP, and they told me that the CBSA is not going to receive any records that are under criminal investigation with respect to Botler unless those records are going to be part of a judicial proceeding. We are very concerned about the kind of role that the CBSA may play in this investigation.

Mr. Gord Johns: Hopefully, the RCMP are listening to today’s testimony and have a change of mind.

Do you know where Mr. MacDonald is and if he’s had a promotion lately, or anything like that?

Mr. Amir Morv: I believe he received a promotion, and he’s now the assistant deputy minister of public health. I think he’s in charge of the entire COVID task force.

• (1735)

Mr. Gord Johns: Can you speak a little bit more on your thoughts on that, just briefly?

Mr. Amir Morv: Well....

Ms. Ritika Dutt: It’s difficult to see that people, who were openly committing acts of fraud on the government, would be rewarded, I would say.

The Chair: That is well summarized. Thanks very much.

Ms. Kusie, we should be able to get in five minutes, please.

Mrs. Stephanie Kusie: Thank you so much.

It should be evident to everyone in this room, as well as Canadians, that there is systematic corruption within this government. It should be absolutely evident after this meeting and your testimony here today.

Previous to today, we had identified identity theft, fraudulent forged résumés, contractual theft, fraudulent billing, price-fixing and collusion. You’ve given evidence of all of that today, and you’re going to provide further evidence—thank you—with the documents that have been requested.

We saw that these three companies, which we’ve referred to, received \$80.3 million last year alone. If we look at just the “ghost contractors” that you referred to in the first round, for which we determined the definition of and defined GC Strategies, we see that they received \$43.6 million in the last three years. Taxpayers were defrauded potentially of \$43.6 million. They were defrauded of this huge amount of money.

In my opinion, there is no doubt that systematic corruption exists. My question to you is this: After everything you’ve been through, why do you think this is happening?

Mr. Amir Morv: I believe the only reason that ghost contractors exist is to funnel the funds into accounts that are not traceable. That’s the only logical reason. It’s very difficult to understand how

this government contracting worked, but what we realize is that it’s more difficult to do things the wrong way than to actually do things the right way. The right way is very strict, but the way that these contracts are being awarded, they’re completely being awarded by design.

You mentioned the figure of \$43 million—that’s what we know. The whole point of having ghost contracts is the amount that we don’t know. We really don’t know how these contracts, with other vendors we don’t even know yet, have been funnelled through GC Strategies. Maybe GC Strategies received \$46 million on paper, but maybe GC Strategies received \$10 billion from all different sorts of professional services that we are not aware of, because we don’t know—these are ghosts.

The only reason, again, to me, is the basically untraceable use of public funds.

Mrs. Stephanie Kusie: How do you think this could possibly be happening in the public service? What would be the incentive for public servants?

I was a public servant for close to 15 years. In fact, I was a management officer. I was a procurement officer at Global Affairs. There were very strict guidelines you had to follow for procuring services, for receiving those services, for verifying that you received those services and for paying for those services.

What would be the incentive for anyone in the Government of Canada? I think Canadian public servants are known for being hard-working individuals committed to this country. What on earth would cause a few bad apples to act in this manner, to act this way?

Mr. Amir Morv: There are actually few bad apples in the public service, as you mentioned. It’s absolutely a very tiny faction within our public service, and I believe there are two reasons. One is personal benefit and the second is extortion. If you do something wrong and you have basically something compromising on yourself... I believe these could be the main two: extortion or personal benefit. I think personal benefit is something that could be a cause of this.

Mrs. Stephanie Kusie: How do you think this is happening? How is this happening that there is this lack of oversight that allows these incredible amounts of funds to just go missing from Canadian taxpayers’ pockets? How is this happening, do you think?

Mr. Amir Morv: That’s our question too. We really don’t know, and it’s very difficult to believe that the system is designed in a way that this shouldn’t happen. Actually what I’m seeing with all the subcontracting is that the system unfortunately is designed for this to happen.

• (1740)

Ms. Ritika Dutt: If I may add to that, the only reason that ghost contractors and contractors like the ones we were discussing today are able to operate as they do is that they have the support from factions within the government. If those did not exist, I do not believe that we would be seeing such egregious disrespect of taxpayer dollars without that internal protection.

Mrs. Stephanie Kusie: The government is allowing this ghost contracting to happen.

Ms. Ritika Dutt: Yes, that's correct. Factions within the government are allowing this.

Mrs. Stephanie Kusie: Thank you.

The Chair: Thank you, Ms. Kusie.

We have Ms. Atwin for five minutes.

Mrs. Jenica Atwin: Thank you, Mr. Chair. I'll be splitting my time with my colleague.

I just want to be clear. If we talk about the CBSA being the one sending Mr. Firth, or about how you have to go through GC Strategies coming from CBSA, these are department officials. It's not ministerial staff that's directing you. Is that correct?

Mr. Amir Morv: This is Mr. MacDonald, mostly.

Mrs. Jenica Atwin: Okay.

If I could just go back to my question before we had our time cut off, where does Coradix come in? Again, I understand Dalian. Where does Coradix come into this?

Ms. Ritika Dutt: From what we understand, when you have contracts, you have both Dalian and Coradix. They're separate entities but they also operate in joint venture. From what we believe, the reason they operate in joint venture is so that with Dalian's alleged aboriginal ownership, they can go after aboriginal contracts, because now there is more than 51% ownership that is indigenous or aboriginal.

Mrs. Jenica Atwin: Coradix is just a partner, and they can come in under that same...?

Ms. Ritika Dutt: All the work is actually conducted by Coradix. I believe Dalian is just there in name and on the letterhead. The actual interactions, the day-to-day work and the running of the business are through Coradix, as I believe the Globe has verified. They operate out of the same office. They have the same staff.

Mr. Amir Morv: The invoices were issued by Dalian, so the work—

Ms. Ritika Dutt: They're on the letterhead.

Mr. Amir Morv: They're on the letterhead of Dalian. My personal résumé, which I validated, that has been forged is on both their letterheads. It's Dalian and Coradix letterhead.

Mrs. Jenica Atwin: I want to go back as well to the testimony around emails being hacked and deleted and the technology you developed to source that. Can you provide that evidence to us as a committee to prove those allegations?

Ms. Ritika Dutt: We're also currently investigating that, but it was a third party solution called Mailtrack. They are a well-known service provider. Through Mailtrack we were able to see that at

times, when Mr. Morv and I were together and neither of us was on our phones or laptops or on any other devices, we were getting notifications that very sensitive information and emails were being read first by me, though we knew it was impossible that it was being done by me.

I believe that we would have to involve Mailtrack in this investigation. They are an independent company. I'm not sure how that would work out. I think there's a bit more to figure out on that side, but in principle, yes, we would be willing to share.

Mr. Amir Morv: On my end, I have a list of IP addresses that are under my personal investigation, and I can provide them to you.

Mrs. Jenica Atwin: Thank you.

I'll turn it to Mr. Jowhari.

Mr. Majid Jowhari: Thank you.

I have about two minutes remaining. I'd like to quickly go to the enterprise rollout you talked about. I'm going to tell you what my understanding is, and you can correct me so that it can be on the record.

Botler was told that the application that the pilot was developed for could be rolled out across the enterprise through the CBSA, and CBSA would be technically charging \$68 per licence, of which \$40 would go to Botler and \$28 of that to GC. That potentially might follow the same convoluted thing that would go to Dalian. Is my understanding right?

Ms. Ritika Dutt: Yes and no. Essentially, when we were contacted, we were contacted for a Government of Canada project, and the pilot for the CBSA was a means to the final end, which was the enterprise rollout. It was always the goal of the CBSA to be the pathfinder that rolled out the solution for Bill C-65 to the entire government.

Our standard price was \$60 per user per year. GC Strategies said that he would add a 20% markup but, in fact, added a 30% markup to that suggested price. That brings it to \$78.

The CBSA would then use their own procurement vehicles. I believe they said they wanted to put out an ACAN, the reason being that they could add an infinite amount of funds to that ACAN so that they would then be able to sell that markup, whatever they would add on top of \$78—

Mr. Majid Jowhari: Once you realized that, you felt uncomfortable and said that there was something wrong here. Then you reported it.

• (1745)

Ms. Ritika Dutt: We reported a whole range of different activities. We never even got to that point of the ACAN, but that was one of the red flags we had. As Amir mentioned, we went to go get our fingerprints done, and we were asked for a requesting letter. Because we didn't have it, we called Firth and when we were talking—

Mr. Majid Jowhari: I realize that. You were concerned that you were developing an application.... Just correct me. Was that \$68 that you...?

Ms. Ritika Dutt: Our price was \$60. GC Strategies wanted to make it \$78, and he told us on the phone that Tony Utano had found a vehicle for the CBSA to sell it to the rest of the government.

Mr. Majid Jowhari: You were uncomfortable, so you were planning to report this as a wrongdoing as well.

Ms. Ritika Dutt: That was one of the issues. We wanted to go to the CBSA and have a direct contract, and we actually had a vehicle through which the CBSA could have contracted from Botler directly at that time.

Mr. Majid Jowhari: Okay. Thank you.

The Chair: Thank you, sir.

Ms. Dutt and Mr. Morv, thank you for your valuable time with us. It's greatly appreciated.

Colleagues, unless there's anything else, we are adjourned. Thank you, colleagues.

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