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Request for Proposals Executive Search Services

Issued June 7, 2022

Table of Contents

Introduction	2
RFP Terms and Conditions	4
Proposal Submission Requirements	6
Evaluation	9
Appendix 1 – Scope of Services and Key Agreement Terms	10

1.0 INTRODUCTION

1.1 Purpose of RFP

On behalf of the Board of Directors of YWCA Canada, the Chief Executive Officer (CEO) Search Committee invites executive search service firms to submit proposals to conduct a search for a new CEO.

1.2 RFP

1.3 Background

YWCA Canada is a leading voice for women, girls, Two-Spirit and gender diverse people.

Incorporated in 1893, YWCA Canada is a charitable, voluntary organization, which serves as the national coordinating body for the YWCA movement in Canada. YWCA Canada is the country's oldest and largest women's multi-service association. With 32 Member Associations operating in more than 400 districts and communities across the country, our programs - which address personal safety, economic security and well-being - reach out to women and girls in nine provinces and two territories. YWCA Canada is the single largest national provider of shelter to women, children and teen girls fleeing domestic violence. We are the largest provider of literacy, life skills, employment and counselling programs in the country, and the second largest provider of childcare services. YWCA Canada is a member association of the World YWCA which unites 25 million women and girls worldwide and spans 125 countries.

Local YWCAs invest over \$258 million annually to support over 330,000 individuals across Canada. Today, we engage young leaders, diverse communities, and corporate partners to achieve our vision of contributing to creating a safe and equitable Canada for all.

For more information, please visit: www.ywcacanada.ca

1.3 Summary of Key RFP Information

Contact Person (all questions, amendments and Proposals must be submitted via email to the Contact Person):	Dr. Delores Mullings and Susan Kennard, Co-Chairs YWCA Canada CEO Search Committee CEOSearch.YWCACanada@gmail.com
Proposal Submission Deadline:	June 24, 2022 at 5:00 PM in Eastern Standard Time
Target Date for Notice of Award:	July 5, 2022.
Target Date to commence the Services:	To be determined with successful Firm

1.4 Definitions

For the purposes of this document, the following definitions will apply:

“Addendum” or **“Addenda”** means a written amendment to the RFP;

“Agreement” means an agreement or retainer letter between the Preferred Firm and the Purchaser for the performance of the Services;

“Contact Person” means the persons identified as such in Section 1.3 Summary of Key RFP Information;

“Firm” or **“Firms”** refers to the entity that submits a proposal in response to this RFP;

“Preferred Firm” means the Firm selected by the Purchaser to enter into the Agreement;

“Proposal” means a Firm’s proposal submitted in response to this RFP;

“Proposal Submission Deadline” is the date identified as such in Section 1.3 Summary of Key RFP Information;

“Purchaser” refers to YWCA Canada, who is the purchasing authority pursuant to this RFP;

“**RFP**” means this RFP for Executive Search Services, issued by YWCA Canada; and

“**Services**” means the services described in the scope of services set out in Appendix 1.

2.0 RFP Terms and Conditions

2.1 Questions and Requests for Clarification

Firms should direct any requests for clarifications or questions relating to this RFP by email to the Contact Person. If the Purchaser determines that, as a result of a question, a change to the RFP is required, the Purchaser will issue an Addendum and post such Addendum on the website (www.ywcacanada.ca).

2.2 Addenda

The Purchaser may, in its sole discretion, amend this RFP at any time by issuing written Addenda through the Contact Person directly to Firms or by posting on the website (www.ywcacanada.ca). By submitting a Proposal, the Firm is deemed to have received, accepted and understood the entire RFP including any and all Addenda.

2.3 No Lobbying

All communication regarding the RFP must occur via the Contact Person. Firms shall not communicate with or attempt to communicate with YWCA Canada staff members, volunteers or board members regarding the RFP process.

2.4 Acceptance of Terms

By submitting a Proposal, a Firm is deemed to have read, completely understood, and accepted all terms and conditions of the RFP in full.

2.5 Revisions to a Proposal or Withdrawal of a Proposal

A Firm may revise its Proposal provided that any such revision is in writing and is delivered to the Contact Person before the Proposal Submission Deadline. A Firm may withdraw its Proposal at any time before the Proposal Submission Deadline by submitting a written

notice to the Contact Person that clearly and unequivocally states the Firm's intention to withdraw its Proposal.

If, prior to the Proposal Submission Deadline, a Firm fails to notify the Purchaser of an error and their Proposal is selected, the Firm shall not be entitled to any compensation or time by reasons of the error or its later correction.

2.6 Clarification of Firm's Proposals

The Purchaser shall have the right but not the obligation at any time after the Proposal Submission Deadline to seek clarification from any Firm in respect of the firm's proposal, without contacting any other Firm.

2.7 Acceptance of Proposals

This RFP is not an agreement to purchase services. The Purchaser is not obligated to select a Firm or to award or enter into an Agreement with any Firm, including the Preferred Firm or the Firm with the lowest price. The Purchaser may, in its sole discretion, accept or reject any Proposal for any reason. No contractual or other legal obligations arise on the part of the Purchaser by this RFP until such time as a final, written Agreement if any, is subsequently entered into with a Firm.

No part of this RFP will become part of any final Agreement between the Purchaser and the Firm unless specifically incorporated into a final written agreement. Any or all contents of the Proposal may become part of the final agreement.

The Purchaser reserves the right to re-issue this RFP or any other request for proposals for the same or similar Services at any time.

2.8 Expenses

Firms are solely responsible for their own costs and expenses in preparing Proposals and participating in this RFP. The Purchaser will not be liable to pay any costs incurred by any Firm in preparing or submitting its Proposal for any reason.

2.9 Ownership of Proposals

All documents including Proposals submitted to the Purchaser will become the property of the Purchaser.

2.10 Conflict of Interest

Firms shall declare any and all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exists now or may exist in the future. The Purchaser will review a Firm's conflict of interest disclosure and at its sole discretion decide whether a conflict of interest exists and determine the appropriate course of action. The Purchaser may disqualify any Proposals that in the Purchaser's opinion demonstrate a conflict of interest, whether or not declared in the Proposal.

2.11 Rights of Purchaser

In addition to all other rights set out in this RFP, the Purchaser may, in its sole discretion:

- (a) cancel this RFP or disqualify a Proposal at any time;
- (b) waive any requirement of the RFP;
- (c) consider any prior experience with a Firm;
- (d) conduct or not conduct reference checks, including checking references which are not identified in a Proposal;
- (e) negotiate any aspect of a Proposal or a form of Agreement with a Firm; and
- (f) evaluate a Proposal in comparison to another Proposal.

2.12 Limitation of Damages

Each Firm, by submitting a Proposal, irrevocably agrees to not bring any claims, whether for costs, expenses, losses or damages or for any other matter whatsoever against the Purchaser or its directors, officers, advisors, employees, consultants or representatives for any reason, cause or matter in relation to or arising from this RFP process.

3.0 PROPOSAL SUBMISSION REQUIREMENTS

3.1 Submission of Proposals

Proposals must be submitted to the Contact Person before the Proposal Submission Deadline.

3.2 Proposal Package

The Proposal should:

- (a) be submitted electronically to the Contact Person;
- (b) be concise, with a target of not exceeding 10 pages in length;
- (c) be accompanied by a cover letter certifying the accuracy of all information contained in the Proposal and acknowledging the terms and conditions set out in Appendix 1; and
- (d) address all requirements called for in this RFP, including a clear and concise narrative that addresses the topics set out in Section 3.3.

3.3 Proposal Narrative

Firms should submit a Proposal narrative that addresses the following, organized as below:

- (a) a brief overview of the Firm including legal name, address and website. Identify the representative authorized to negotiate on behalf of the Firm and include full contact information;
- (b) a brief history of the Firm including years in business, description of its ownership and management structure and its lines of business;
- (c) information demonstrating that the Firm is independent, conscious of personal biases and has expertise with the Canadian not-for-profit sector.

- (d) a representative client list, identifying past or current relationships with national level organizations, other women-serving and/or other not-for-profit charitable organizations in Canada;
- (e) identification of project lead and key team member, including roles, responsibilities and qualifications with brief biographies or CVs;
- (f) description of Firm's relevant qualifications and experience planning and executing searches of a similar nature as that contemplated in the Services;
- (g) minimum of three references from organizations that can speak directly to the Firm's expertise with respect to searches of a similar nature. References should be able to speak to experience with proposed project personnel. Include name, title and full contact information of referees;
- (h) proposed approach including a work plan to deliver the Services. Specify any assumptions;
- (i) fee quotation in relation to proposed work plan, clearly identifying a cost breakdown as appropriate, including travel and any out-of-pocket expenses. Specify applicable hourly rates, and any assumptions, and how the Firm will manage costs in excess of the budget;
- (j) information about any placement guarantees that the Firm has in place;
- (k) any additional information or materials which the Firm wishes to include to demonstrate capability to deliver the Services; and
- (l) a proposed form of Agreement (or retainer letter), if any, that the Firm would propose to enter into if selected as the Preferred Firm, any specific contract terms which the Firm would seek to

include in the final Agreement, or any requested revisions to any contract terms identified in Appendix 1.

4.0 EVALUATION

Proposals will be evaluated by a committee formed by the Purchaser or Purchaser's advisors. When carrying out the evaluation, the evaluation committee may, in confidence, obtain and rely upon any information or input from any other person. As part of the evaluation process, the Purchaser may request clarifications or rectifications from any Firm after the Proposal Submission Deadline and for that purpose may enter into separate and confidential discussions with individuals Firms.

The Purchaser intends to select the Proposal that in the Purchaser's sole discretion, demonstrates the best value of the Purchaser, based on qualifications, personnel, project understanding, vision, proposed approach to achieving the Services and goal, and price. The Purchaser will base the evaluation on the following criteria:

Criterion	Weight
Credentials, qualifications and professional experience	30%
Demonstrated expertise and ability to meet requirements per the scope of Services	30%
Demonstrated ability and capacity based on client references	20%
Competitiveness of proposed fees and thoroughness of proposal, proposed contract terms or conditions	20%

4.1 Selection of Preferred Firm

If the Purchaser selects a Preferred Firm, then Purchaser may enter into discussions with the Preferred Firm to clarify any outstanding issues and attempt to finalize the terms of the Agreement.

If at any time the Purchaser reasonably forms the opinion that a mutually acceptable Agreement is not likely to be reached with a Preferred Firm within a reasonable time, then the Purchaser may at its sole discretion deliver to the Preferred Firm written notice to terminate discussion, in which event the Purchaser may enter into discussions with another Firm or terminate this RFP and proceed with the Services in some other manner or not at all.

APPENDIX 1 – SCOPE OF SERVICES AND KEY AGREEMENT TERMS

1.0 BACKGROUND

YWCA Canada is governed by a national Board of Directors elected by Canadian Member Associations. YWCA Canada is a member of the World YWCA, a global movement that spans 125 countries and links 25 million women and girls worldwide.

YWCA Canada functions as a federation, with 32 autonomous YWCA Member Associations located throughout the country, each governed by local Boards of Directors. YWCA Canada's offices are located in Toronto, with a staff of 10 - 15 persons. The national office is led by the CEO, YWCA Canada.

The CEO reports to YWCA Canada's Board of Directors.

YWCA Canada's national office is funded in large part through the membership fees of member associations, and also receives funding through government project grants, corporate partnerships and individual donors. It has an annual operating budget of approximately \$1.5M, up to \$3M with projects. YWCA Canada is following a strategic plan which was approved by its membership in 2015 and has expired in 2020.

Early work of the new CEO will be supporting the development of new strategic framework for the federation.

YWCA Canada works to build:

- A strong voice for women in Canada;
- An effective women's multi-service network; and
- Efficient linkages within the YWCA both nationally and internationally.

YWCA Canada's Vision – a vision for the Movement

Empowered women and girls in a safe and equitable society.

YWCA Canada's Mission

Advance gender equity for all women through informed advocacy and strong Member Associations

YWCA Canada focuses on:

1. Ending violence against women and girls
2. Securing universal childcare
3. Achieving women’s economic security
4. Advancing the leadership of women and girls.

Strategic Framework 2016-2020

Vision

Empowered women and girls in a safe and equitable society

Mission

Advance gender equity for all women through informed advocacy and strong Member Associations

Overarching Objective, Strategic Priorities and Directions

Overarching Objective: BUILDING A COUNTRY THAT WORKS FOR ALL WOMEN AND GIRLS

<p>Strategic Priority 1: CREATING THE FUTURE TOGETHER</p> <p><u>Strategic Direction 1.1:</u> Effectively share power with, engage, and support young women of diverse communities, backgrounds and identities to participate as leaders, decision-makers and equals at all levels of an inclusive movement.</p> <p><u>Strategic Direction 1.2:</u> Support the movement for Reconciliation to create respectful, positive relationships with First Nation, Métis and Inuit peoples and communities including gendered reconciliation work.</p>	<p>Strategic Priority 2: MAXIMIZING COLLECTIVE IMPACT</p> <p><u>Strategic Direction 2.1:</u> Strengthen Movement capacity and sustainability so we have the infrastructure and resources to transform our communities.</p> <p><u>Strategic Direction 2.2:</u> Share our expertise and align our efforts to maximize the Movement’s collective energy, creativity and resources.</p>	<p>Strategic Priority 3: CONDUCTING INFORMED ADVOCACY</p> <p><u>Strategic Direction 3.1:</u> End violence against women and girls through advocacy for inclusive gender equality and the safety of women and girls.</p> <p><u>Strategic Direction 3.2:</u> Achieve economic equality through a focus on social conditions, colonial legacies, systemic barriers and exclusions, gender income gaps and women’s poverty.</p> <p><u>Strategic Direction 3.3:</u> Foster the conditions for the creation and implementation of child care nationally providing</p>
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Strategic Direction 1.3:

Be inclusive of newcomer, refugee and immigrant women by ensuring they are treated with dignity and can exercise full and equal rights in society.

quality affordable early learning and care.

Strategic Direction 3.4:

Collaborate strategically to ensure homes for women and to end women's homelessness.

2.0 SCOPE OF SERVICES

2.1 General

By retaining an independent and expert executive search firm to advise and manage the CEO search process, YWCA Canada wishes to identify the best possible candidates, and successfully recruit a visionary individual capable of leading a high profile federated not-for-profit organisation.

2.2 Services

The successful Firm will be required to provide the following services:

- a) provide a detailed work plan for review and approval by the Purchaser;
- (b) liaise with critical stakeholders to gain an understanding of the essence of the position;
- (c) conduct internal focus groups with select staff, board members and key leaders within the organization;
- (d) conduct a broad search based on an approved work plan to encourage applications from highly-qualified candidates;
- (e) conduct search-related advertising;
- (f) identify and interface with prospective candidates;
- (g) receive and maintain candidate applications, ensure security of records and candidate confidentiality and privacy;

- (h) research, screen and vet candidates;
- (i) present recommended candidate dossiers for shortlist consideration and approval;
- (j) coordinate finalist interview process, including preparation and participation in interviews;
- (k) provide decision-making support;
- (l) conduct reference checks;
- (m) support negotiation of compensation/ employment terms in collaboration with legal counsel appointed by the Purchaser's search committee;
- (n) communicate with finalist candidates;
- (o) report to designated representatives of the Search Committee (comprised of 8 persons) from time to time as required;
- (p) provide progress reports including financial updates as agreed upon or as required;
- (q) provide final report and deliver all records upon conclusion of the Services; and
- (r) any other related tasks as may be recommended, requested or approved by the Purchaser.

2.3 Objectives

The Purchaser seeks a successful Firm that will:

- (a) work collaboratively with the CEO Search Committee to identify a mid and shortlist of candidates;

- (b) provide opportunities to YWCA member associations to meaningfully contribute to the process;
- (c) undertake thorough due diligence throughout the process;
- (d) assist in the successful recruitment of an authentic and collaborative leader with exceptional interpersonal and public presentation capabilities that convey the importance and outcomes of YWCA Canada’s impact on women, girls and gender diverse peoples who use our programs and services across the country; and
- (e) complete the Services according to an approved work plan, on time and on budget.

2.4 Key Milestones for the Services

Date	Milestone
To be discussed with successful Firm	Consultations and candidate profile completed
To be discussed with successful Firm	First round interviews with Search Committee
To be discussed with successful Firm	Select finalists to bring to Board
To be discussed with successful Firm	Final candidates to present to Board
To be discussed with successful Firm	Board makes final decision
To be discussed with successful Firm	Employment offer issued and accepted
To be discussed with successful Firm	Agreement End Date

3.0 Key Agreement Terms

Firms may propose their form of Agreement or contract terms as part of the Proposal.

The Purchaser requires that the following terms be included in a final Agreement, subject to negotiation between the parties:

<u>Topic</u> Payment	<u>Contract Term</u> Payment will be made in response to invoices in accordance with the final executed Agreement, provided the invoices are based on the deliverables described in the scope of the Services, are consistent with the timetable of each negotiated deliverable, are completed to YWCA Canada's satisfaction, and the Firm is not in default.
Scope of Services	The scope of Services will be as set out in Section 2.0 of this Appendix 1.
Termination for Cause	If the successful Firm fails satisfactorily perform the services in accordance with the Agreement, YWCA Canada reserves the right to terminate the contract.
Termination for Convenience	YWCA Canada has the right to terminate the Agreement at any time for any reason with two weeks written notice.
Confidentiality	The Firm will keep confidential all confidential information provided by the YWCA Canada or its member associations during and after completion of the Services.
Subcontracting	It is understood and agreed that the successful Firm will be an independent contractor. Any proposed subcontracting agreements must be approved by YWCA Canada and will not release the successful firm from any obligation with respect to the performance of their obligations. YWCA Canada may accept or reject any employee of the successful firm who is presented to YWCA as working on the project.
Indemnification	The Firm shall indemnify and hold harmless YWCA Canada, its Board of Directors, its officers, members and partners from and against all actions, claims, demands, losses, costs, damages, suits, demands or expenses which it may sustain, resulting from or arising out of the Firm's failure to exercise reasonable care, skills, or diligence in the performance or rendering of the Services to be performed or rendered by the Firm, its agents, officials, sub-contractors and employees.
Insurance	The Firm will provide satisfactory proof of relevant insurance coverage having regard to the scope of the Services (including commercial, professional, general

liability and automobile insurance), to the satisfaction of the YWCA Canada.