



Solicitation Request: DEN Child Care Feasibility Study – Community Outreach and Engagement

Date Issued: October 23, 2024

Contact Person: Ellen Braun

Contact Information: ellen@coloradoepic.org

Submission Deadline: November 25, 2024 at 5:00 MST

Purpose and Project Background

The Denver International Airport (DEN) has partnered with Executives Partnering to Invest in Children (EPIC) to execute a Child Care Feasibility Study. The engagement aims to develop an actionable approach to implement child care solutions for employees at the airport, while addressing employer and worker pain points around child care. The project scope includes:

- Comprehensive needs assessment
- Strategic planning related to structure, governance model and implementation plan
- Financial analysis and modeling
- Site selection, as relevant
- Outlining key attributes for a qualified solution provider
- Successful launch of a solution benefiting employees

The success of this work relies on a strong stakeholder and community outreach and engagement plan.

EPIC is seeking a qualified subcontractor to support the project with community engagement services. The winning bidder must demonstrate their ability to reach a diverse population and achieve the following project objectives.

Community Engagement Project Goals, Objectives and Deliverables

Goal 1: Foster Multilingual Employee Engagement

- Objective 1.1: In alignment with the employee needs assessment, conduct multilingual focus groups with employees to gather diverse perspectives and insights.
 - Deliverables: strategy and plan, execution, analysis



- Objective 1.2: Conduct multilingual focus groups with employees at 1-2 critical points or project milestones to gather input related to the prospective child care solutions approach.
 - Deliverables: strategy and plan, execution, analysis

Goal 2: Strengthen Community Partnerships

- Objective 2.1: Engage relevant local early childhood education providers and organizations to establish collaborative relationships and partnerships for this work by creating opportunities for two-way communication.
- Objective 2.2: Conduct outreach to the broader community surrounding DEN, with a focus on organization leadership, to solicit input on prospective solutions.

Minimum Qualifications

The awarded sub-contractor must have the following minimum qualifications:

- Culturally and linguistically responsive
- Expertise in facilitation of focus groups
- Experience working with the neighborhoods and communities surrounding DEN
- Community engagement expertise to develop and execute on the engagement plan
- Ability to synthesize insights and key messages
- Full represent the core values and missions of EPIC and DEN
- Proven track record of developing innovative engagement strategies and authentic responses

Project Timeline

January 1, 2025 – December 31, 2025

Offerors should include a detailed timeline proposal. To support the proposal, full project milestones are expected as follows

2025			
Quarter 1	Quarter 2	Quarter 3	Quarter 4
Employee Needs Assessment	Child Care Site Visits	Facilities Identification	Approach Scenarios
Initial Solution Working Hypothesis	Governance Model	Financial Modeling	Solution Recommendations



Submission Elements

- Project Approach and Timeline
- Demonstration of Qualifications and Experience
- Team Composition, Backgrounds, and Capabilities
- Budget Proposal and Rationale
- Relevant Work Samples (redacted as needed)
 - A workplan or project approach document used for a similar project
 - A report or summary analysis of findings and recommendations from a similar project
- References
 - Contact information for two relevant professional references

Please submit proposal attention to Ellen Braun at ellen@coloradoepic.org by 5 pm MST on November 25, 2024.

Scoring

Proposals will be scored based on

- Cultural competence and ability to demonstrate multilingual skills and facilitation expertise
- Relevant experience and quality of work products
- Comprehensive project proposal
- Detailed budget

Estimated Project Budget

The estimated budget for this work is between \$20,000 and \$50,000. The ideal budget outlines a fixed fee approached based on key deliverables or milestones and is inclusive of any incentives for participants. The final expenditure will be determined by the scope and intricacy of the proposed approach.

Exhibits

Exhibit A – [DEN Stakeholder Engagement Plan](#)

Exhibit B – [EPIC Contract Template](#) **This agreement is subject to change.*



DENVER INTERNATIONAL AIRPORT

Exhibit A

CHILD CARE FEASIBILITY STUDY

STAKEHOLDER ENGAGEMENT PLAN

2024

PROJECT OVERVIEW

Purpose: The engagement aims to develop an actionable approach to implement broader child care solutions for employees at the airport, while addressing employer and worker pain points around child care.

Scope:

- **Comprehensive Needs Assessment:** Gather data on employee childcare needs and community resources.
- **Strategic Planning:** Develop a business structure, governance model, and implementation plan.
- **Financial Analysis:** Create a detailed financial model.
- **Site Selection:** Identify suitable real estate options if on- or near-site care is a desired solution.
- **Partnership:** Select a qualified implementation partner.
- **Successful Launch:** Establish a high-quality child care solution that benefits employees and the community.



Gather Data for
Informed
Decision Making



Develop Strong
Framework and
Business Plan



Financial Model
Identifying Viability
of Solution



Optimal
Location
Identification



RFP for
Operator



Measure
Impact

PHASE 3: STRATEGIC CHILD CARE APPROACH

Goal - The engagement aims to develop an actionable approach to implement broader child care solutions for employees at the airport, while addressing employer and worker pain points around child care.

June '24 - March '25



- Stakeholder engagement planning
- Data collection
- Working hypothesis development
- Employer(s) assessment
- Community assessment
- Option evaluation
- Working hypothesis refinement

February '25 – October '25

November '25 +



*dependent on decisions

ADVISORY COMMITTEE OVERVIEW

Advisory Committee Purpose

The advisory committee's purpose will be to provide input and advice on the airport-wide feasibility study project. The committee will serve as a consultative body. Their input will be invaluable in shaping the child care exploration, but ultimately, the decision-making authority will reside internally within DEN.



Advisory Committee Responsibilities

Provide up-front **input on project vision and approach** and regularly engage on key milestones, progression of work.

Serve as a **conduit to important local stakeholders** and may help host more informal conversations within the community to solicit feedback, as needed.

Support vision alignment and progression of the project, drive buy-in, and **serve as empowered champions.**

Cultivate **relationships and partnerships to support the advancement of the project** and ultimate solutions.

STAKEHOLDER ENGAGEMENT PLANNING



Active Partners

Groups involved in decision-making processes

DEN Child Care Steering Committee



Key Influencers

Stakeholders requiring strategic relationship building

Mayor's Office
City Council
Advisory Committee
RTD
Large Community Groups
Governor Polis
House District 1 Javier Mabrey
Airport employers
Federal officials
Advisory Committee



Informed Collaborators

Groups kept regularly updated and potentially tapped for advice or support

Badged Employees
Surrounding City Officials
Other Denver City Officials
Denver Dept. of Human Services
Colorado Dept. of Early Childhood
Mayor's Office of Children's Affairs
Denver's Early Childhood Council
Denver Preschool Program
Denver Public Schools



Informed Stakeholders

Groups who primarily need to stay informed of project developments

Off-property airport employers
Nearby large employers
On-property non-airport employers
Chambers of Commerce
Tourism/Hospitality/Economic Dev
All other State Officials
FAA
Smaller community groups/orgs.
Aeronautical Board
Division of Aeronautics
Peer Airports and Local Airports
Local child care operators and advocates

We are implementing a phased approach, beginning with the areas under our direct jurisdiction as part of the City and County of Denver. As we gather more information, we will use this data to make informed decisions about expanding our efforts.

SUPPORTING BADGED EMPLOYEES: A KEY STAKEHOLDER SUCCESS

To effectively engage our stakeholders, we must prioritize direct communication with our badged employees.

Employee Engagement Committee	Integrate into this in-person meeting, showcasing various DEN programs that employees may not be aware of.
DEN Talks	This virtual employee engagement event series provides information about airport offerings and programs. This can be a platform for campus-wide sharing.
Team Meetings	Join regularly scheduled team meetings at key intervals to provide updates, mindful of specific team workloads and workflows.
Focus Groups	Periodic focus groups will be held to gather qualitative feedback from badged employees ensuring that the project is responsive to their evolving needs. This iterative process will allow us to continuously refine our approach and stay ahead of the curve.
General Purpose Email Newsletter	Regular distribution of project information and updates to all stakeholder groups.
Website	Webpage will act as a repository for all public information and updates related to the project. Consider also including an online form for feedback or community engagement.

STAKEHOLDER ENGAGEMENT CHANNELS - EXTERNAL

Steering Committee Meetings

Committee DEN leaders who play a role in decision making and leading any resulting implementation in the project. Regular meeting cadence updates on project progression. Engagement focused on work streams that touch members' work.

Direct Relationship Communication

High-touch relationships cultivated through one-on-one communication by members of the Government Affairs and Global Public Policy (GAGPP) team prior to broader dissemination.

Advisory Committee

Quarterly meetings to convene Informed Collaborators and Active Partners for in-depth discussions at critical project milestones. The advisory committee's purpose will be to provide input and advise on the project. They will not have decision rights on any project-related matters.

General Purpose Email Newsletter

Regular distribution of project information and updates to all stakeholder groups.

Website

Webpage will act as a repository for all public information and updates related to the project. Consider also including an online form for feedback or community engagement.

Community Engagement

Periodic focus groups and community meetings will be held to gather qualitative feedback from the community, ensuring that the project is responsive to their evolving needs. This iterative process will allow us to continuously refine our approach and stay ahead of the curve.

Exhibit B

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is made between (i) _____ and (ii) Executives Partnering to Invest in Children (“EPIC”). Contractor and EPIC are referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, EPIC desires to retain the services of Contractor as an independent contractor, and Contractor desires to perform certain services for EPIC as an independent contractor; and

WHEREAS, the Parties acknowledge that, while performing services for EPIC, Contractor will obtain and/or has obtained knowledge regarding confidential information of EPIC;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. Description of Services. Contractor agrees to provide services as may be requested by EPIC from time to time (the “Services”). See scope of work. Exhibit A.

2. Independent Contractor Status. Contractor and EPIC understand and intend that Contractor shall perform the Services under this Agreement as an independent contractor and not as an employee of EPIC. The manner of and means by which Contractor executes and performs Contractor’s obligations hereunder are to be determined by Contractor in Contractor’s reasonable discretion. Contractor is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, EPIC or to bind EPIC in any manner, unless, in each instance, Contractor shall receive the prior written approval from EPIC to so assume, obligate, or bind EPIC.

Contractor is not required to work exclusively or full-time for EPIC; provided, however, that during the term of this Agreement, Contractor shall not enter into any relationship or affiliation, or engage in any activity which may constitute a conflict of interest for EPIC. Contractor immediately shall apprise EPIC in writing if at any time during the term of this Agreement Contractor becomes aware of a potential conflict of interest arising between Contractor and EPIC. EPIC shall not unreasonably withhold its consent for relationships or activities of Contractor which do not create a conflict or an appearance of conflict of interest for EPIC; provided, however, that EPIC’s consent to a relationship or activity may be revoked at any time, in the event a conflict or an appearance of conflict arises.

3. Representations and Warranties. Contractor represents, warrants, and acknowledges as follows:

(a) Contractor will remain directly responsible for the Services performed, including any work performed by subcontractors, and will ensure that the work meets the specifications set forth by EPIC.

(b) Contractor has full power, authority, and capacity to enter into this Agreement and to perform Contractor's obligations hereunder. This Agreement has been voluntarily executed by Contractor and constitutes a valid and binding agreement of Contractor.

(c) Contractor has read this Agreement and has had the opportunity to have this Agreement reviewed by Contractor's legal counsel.

(d) Given the nature of the business in which EPIC is engaged, the restrictions in Sections 10 through 12 below are reasonable and necessary to protect the legitimate interests of EPIC.

4. Term and Termination.

(a) This Agreement shall have an initial term of July 2024 to October 31, 2024 ("Initial Term"), and thereafter automatically will be renewed on a month to month basis. Either Party can terminate the Agreement during the Initial Term upon thirty (30) days written notice. After the Initial Term, either Party can give the other Party written notice of non-renewal at any time prior to the beginning of the next month. Upon such notice by EPIC, Contractor is not authorized to perform any other Services under this Agreement.

(b) Notwithstanding any other provision of this Agreement, EPIC may terminate this Agreement immediately upon written notice to Contractor in the event that Contractor violates the terms of this Agreement or fails to produce a result that meets the specifications set by EPIC, and, upon such termination, EPIC shall have no further liability hereunder. Upon such notice by EPIC, Contractor is not authorized to perform any other Services under this Agreement.

(c) All invoices for Services performed or expenses incurred prior to the effective date of termination shall be paid promptly in accordance with the invoice reflecting such charges and expenses.

5. Compensation.

(a) Fees. In consideration of Contractor providing the Services and performing the obligations hereunder, EPIC shall pay Contractor as agreed by the Parties on a project-by-project basis.

(b) Expenses. Unless otherwise agreed to in writing by EPIC, Contractor shall be responsible for all business and travel expenses it incurs while providing the Services under this Agreement.

(c) Payment. Payment of the fees shall be made by EPIC to Contractor no later than the last business day of the month following the month the Services are performed.

(d) Taxes. No income tax or payroll tax of any kind shall be withheld or paid by EPIC on behalf of Contractor for any payment under this Agreement, except as may be required

by law for payments to independent contractors. **Contractor shall be responsible for all taxes and similar payments arising out of any activities contemplated by this Agreement, including without limitation, federal, state, and local income tax, social security tax (FICA), self-employment taxes, unemployment insurance taxes, and all other taxes, fees, and withholdings.**

(e) Benefits. Contractor is not an employee of EPIC and, therefore, shall not be entitled to any benefits, coverages, or privileges, including, without limitation, social security, unemployment compensation insurance, workers' compensation insurance, medical benefits, or pension payments.

6. Indemnification. Except insofar as they relate to EPIC's obligations under this Agreement, Contractor, for Contractor and Contractor's successors, heirs, beneficiaries, affiliates, subrogees, principals, agents, partners, employees, associates, attorneys, representatives, and assigns, shall waive, release, indemnify, and agree to save, defend, and hold harmless EPIC and its respective affiliates, predecessors, successors, subrogees, assigns, parents, subsidiaries, heirs, insurers, and each of their respective officers, directors, trustees, shareholders, agents, attorneys, and employees, former employees, and any other related individual or entity, from any and all past, present, or future claims, actions, causes of action, demands, controversies of every kind and nature, rights, liabilities, losses, costs, expenses, attorneys' fees (including, but not limited to, any claim of entitlement for attorneys' fees under any contract, statute, or rule of law allowing a prevailing party or plaintiff to recover attorneys' fees), damages, medical costs and treatments, death, injury, accident, property damage, or personal loss resulting from, or arising out of (a) any taxes, insurance costs, damages, or other costs arising from or relating to claims that Contractor (or any of Contractor's representatives) is an employee of EPIC; (b) the failure by Contractor to obtain insurance coverage as set forth herein; (c) any breach of this Agreement by Contractor; (d) any act, statement, or omission by Contractor or Contractor's representatives resulting in any claims, actions, causes of action, or proceedings against EPIC or its affiliates; (e) any claim for workers' compensation or unemployment compensation benefits; or (f) any action or omission by Contractor or Contractor's representatives, whether negligent, intentional, reckless, or otherwise.

7. Limitation of Liability. The liability of EPIC under this Agreement shall in no event exceed the aggregate compensation due to Contractor. In no event shall EPIC be liable to Contractor for any special, indirect, incidental or consequential damages, including without limitation damages on account of the loss of present or prospective profits.

8. Insurance Coverages. CONTRACTOR SOLELY SHALL BE RESPONSIBLE FOR ALL OF CONTRACTOR'S OWN INSURANCE, AND THE INSURANCE OF ANYONE WORKING ON BEHALF OF CONTRACTOR, AND SHALL AT ALL TIMES MAINTAIN SUCH TYPES AND AMOUNTS OF INSURANCE COVERAGE (INCLUDING AUTOMOBILE/LIABILITY AND PROFESSIONAL LIABILITY INSURANCE AT MIN \$1M) AS IS ACCEPTABLE TO OR REQUIRED BY EPIC.

9. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other Party at the following addresses:

EPIC:
711 Park Ave. West
Denver, CO 80205
Attn: Nicole Riehl

Contractor:

10. Confidentiality. Contractor agrees as follows:

(a) For the purposes of this Agreement, “Confidential Information” means all information, data, knowledge, and know-how relating, directly or indirectly, to EPIC and its business, including, without limitation: (i) any proprietary information or trade secrets; (ii) any scientific, technical, business, or financial information; (iii) any marketing information, business development information or business plans, prospect information, or marketing analysis or plans; (iv) any member information, nonpublic member lists, member contacts, pricing information, or supplier/vendor lists; (v) any contracts, agreements, or leases; (vi) data and analyses thereof; (vii) any proposals, strategies, concepts, analyses, surveys, ideas, or research; (viii) any other non-public information generated by EPIC; and (ix) confidential information of any kind in possession of EPIC, whether developed for or by EPIC (including non-public Work Product, as defined below, and other information developed by Contractor), received from a third party in confidence, or belonging to others and licensed or disclosed to EPIC in confidence for use in any aspect of its business. The list set forth above is not intended by EPIC to be a comprehensive list of Confidential Information.

(b) Both during or after the term of this Agreement, Contractor agrees that it will not, except in the ordinary course of performing Services with EPIC, disclose any Confidential Information to any person, firm, business, company, corporation, association, or any other entity for any reason or purpose whatsoever. Contractor also agrees that it will not make use of any Confidential Information for its own purposes or for the benefit of any person, firm, business, company, corporation, or any other entity (except EPIC) under any circumstances during or after the term of this Agreement. Contractor shall consider and treat as confidential all Confidential Information in any way relating to EPIC’s business and affairs, whether created by Contractor or otherwise coming into its possession before, during, or after the term of this Agreement. Contractor shall not use or attempt to use any Confidential Information in any manner which has the possibility of injuring or causing loss, whether directly or indirectly, to EPIC or its affiliates. Contractor shall not, after the termination of this Agreement, use, disclose, or permit to be used or disclosed, any such Confidential Information, it being agreed that all such Confidential Information shall be and remain the sole and exclusive property of EPIC.

11. Return of EPIC Property and Confidential Information. Contractor represents and warrants that, upon the termination of this Agreement, and without any request by EPIC, Contractor will return to EPIC any and all property, documents, and files (including all recorded media, such as papers, computer disks, drives and other data storage devices, electronic files, electronic data, copies, photographs, and maps) that contain Confidential Information or relate in any way to EPIC or its business. Contractor agrees, to the extent Contractor possesses any files, data, or information relating in any way to EPIC or its business on any personal computer or other device or account, Contractor will return to EPIC and then delete those files, data, or information

(and will retain no copies in any form). Contractor also will return all other EPIC property in any form prior to the last date of performing Services under this Agreement.

12. Work Product. To the extent Contractor creates intellectual property, deliverables or other work product from or in connection with the Services and Scope of Work (“Work Product”), such Work Product shall be the sole and exclusive property of EPIC, free from any claim or retention of rights thereto on the part of Contractor or its agents. The Parties agree that all such Work Product shall be “works made for hire” within the meaning of the U.S. Copyright Act and for all such Work Product EPIC shall be deemed to be the “author” and shall have sole ownership, right, title and interest in all intellectual property rights embodied therein, including all copyrights, invention rights, patent rights, and trade secret rights. Irrespective of whether Work Product qualifies as a “work made for hire,” Contractor, on behalf of herself and her agents, hereby assigns to EPIC all rights, title, and interest in and to all Work Product and all intellectual property rights contained or embodied therein. Contractor further agrees to give EPIC and its designees, and any other person designated by EPIC, all assistance reasonably necessary to perfect its rights under this paragraph, and Contractor agrees not to use, sell, license, transfer, assign, or plagiarize any Work Product. Contractor agrees to reasonably cooperate with EPIC to execute any further documents to memorialize the foregoing. Contractor agrees it will not include in any Work Product any of Contractor’s or third parties’ intellectual property, and if Contractor does so and the Parties have not entered into a separate written license agreement governing the same, title to such intellectual property is assigned to EPIC with the Work Product.

13. Injunctive Relief. Contractor acknowledges and agrees that a breach of Sections 10, through 12 of this Agreement by Contractor will result in immediate and irreparable harm, the damages for which will be difficult to ascertain. In the event of a breach of any of the covenants in this Agreement, it is understood that EPIC may petition a court of law or equity for injunctive relief in addition to any other relief which EPIC may have under the law or under this Agreement. It is hereby further agreed that the provisions of Sections 10 through 12 are separate from and independent of the remainder of this Agreement and that these provisions are specifically enforceable by EPIC notwithstanding any claim made by Contractor against EPIC.

14. Assignment; Subcontracting. Contractor may not assign this Agreement or any of its rights hereunder, or delegate or subcontract any of its obligations hereunder, without the prior written consent of EPIC. Contractor shall ensure that any subcontractor maintains such type and amounts of insurance coverage as is acceptable or required by EPIC. EPIC may transfer or assign this Agreement and its rights hereunder without the consent of Contractor.

15. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contemplated herein. This Agreement supersedes and replaces any previous agreements, statements, and representations by or between the Parties. No promises or representations have been made by EPIC or Contractor other than those contained in this Agreement concerning the subject matter contained herein.

16. Waiver and Modification. No waiver or modification of this Agreement or any covenant, condition, or limitation herein contained, shall be valid unless in writing and duly executed by Contractor and EPIC. No delay or omission by EPIC in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by

EPIC on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

17. Venue and Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado, without regard to its conflicts of law provisions. Venue and jurisdiction will be in the Colorado state or federal courts.

18. Severability. If any provision of this Agreement is held illegal, invalid, or unenforceable, such holding shall not affect any other provision hereof. In the event any provision is held illegal, invalid, or unenforceable, such provision shall be limited so as to give effect to the intent of the Parties to the fullest extent permitted by applicable law.

19. Survivorship. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their executors, administrators, heirs, personal representatives, successors, and assigns.

20. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall be treated as originals.

21. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION OR OTHER PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

22. Attorneys' Fees and Costs. In the event of a breach of this Agreement by Contractor, EPIC shall be entitled to recover from Contractor EPIC's reasonable attorneys' fees and costs incurred in enforcing the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Services Agreement on the dates below.

Contractor:

Executives Partnering to Invest in Children:

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Scope of Work