

# Request for Proposal (RFP)

## Property and Casualty & Workers Compensation Actuarial Services

MACo Property & Casualty (MACo PCT)  
Workers Compensation Trust (MACo WCT)

2717 Skyway Drive  
Helena, MT 59602  
406-449-4370

<b>RFP Schedule</b>	
Issuance of RFP:	<b>April 27, 2026</b>
Submission of Questions about the RFP:	<b>May 4, 2026</b>
Proposal Due:	<b>May 11, 2026</b>
Anticipated Contract Award:	<b>June 30, 2026</b>

**Request for Proposal (RFP)**  
**Property and Casualty & Workers Compensation Actuarial Services**

**Table of Contents**

I. INTRODUCTION .....	3
II. SCOPE OF WORK .....	5
III. SCHEDULE AND SUBMITTAL.....	6
IV. GENERAL INSTRUCTIONS .....	8
V. PROPOSAL FORMAT AND CONTENT .....	10
APPENDIX A – MACO CONTRACT CONSIDERATIONS .....	14
A. MANDATORY PROVISIONS.....	14
B. OTHER CONTRACT CONSIDERATIONS.....	15

## I. INTRODUCTION

### PURPOSE

The purpose of this request for proposal (RFP) is to solicit offers from qualified vendors for actuarial services for the **MACo Property and Casualty Trust (PCT) & Workers Compensation Trust (WCT)**.

The PCT Trust provides self-insured coverages for member property and liability claims. The Trust is responsible for allocating the costs of claims and expenses associated with the operation of the Trust among its members. While allocating costs, the Trust attempts to balance goals of fairness for individual members with stability in contributions from year to year.

**Actuarial studies provide the MACo PCT with reasonable projections of:**

- Gross and net ultimate losses and outstanding net liabilities including allocated loss adjustment expenses and unallocated loss adjustment expenses;
- Confidence levels for undiscounted reserves; and
- Projected undiscounted net ultimate losses.
- Projected allocations for the PCT members
- Loss ratios for the PCT members

The Trust's consulting actuary reports directly to the Board of Trustees for the PCT on a semi-annual basis.

### BACKGROUND

#### PCT

The Montana Association of Counties (MACo) established the Joint Powers Insurance Authority Property and Liability self-insured pool (MACo/JPIA) in 1986. Effective July 1, 2015, MACo renamed the pool to the Property and Casualty Trust (PCT).

This Trust was established out of a need to provide coverage to Montana Counties and affiliate members during what many considered an "insurance crisis." Many Counties and their affiliate entities faced either cancellation of their insurance or experienced dramatic premium increases.

Using sound fiscal management practices, the mission of the PCT is dedicated to "following best practices to provide long term stability in coverage, stabilize and control risk costs, stable rates, effectively, accurately and appropriately adjust or defend claims and to provide quality

risk management and administrative services.”

The Trust has its own Agreement and operates as a separate pool with no co-mingling of funds. MACo works with local agents for placement in the PCT. MACo has in-house adjusting capabilities for both liability and property.

The Property and Liability Program has 49 members. This program receives approximately 300 to 400 claims annually. The Liability Program funds retained losses up to \$500,000 for each claim with a maximum of \$1,500,000 per event, and places reinsurance coverage up to \$5,000,000 with Ambridge. The Property Program members have approximately \$2.1 billion in total insured values. The property program funds retained losses up to \$100,000 per claim and acquires excess insurance coverage at various levels based on the occurrence type with MACo’s shared and layered program. A Crime Policy is also offered under this Program and is insured by Hanover Insurance.

Here is a hyperlink to the most recent audited financials for the MACo PCT:

[2025-06-30 Audit MACo Property and Casualty Trust Financial Statements \(1\)](#)

**Actuarial studies provide the MACo WCT with reasonable projections of:**

- Gross and net ultimate losses and outstanding net liabilities including allocated loss adjustment expenses and unallocated loss adjustment expenses;
- Confidence levels for undiscounted reserves; and
- Projected undiscounted net ultimate losses.

The Trust also expects the actuarial studies to provide recommendations which address any noted problem areas or improve the quality and future cost effectiveness of the self-insured program.

## **WCT**

The Montana Association of Counties (MACo) established the Joint Powers Worker’s Compensation self-insured pool (MACo/JPA) in 1985). Effective July 1, 2015, MACo renamed the pool as the Workers Comp Trust (WCT).

This Trust was established in the mid-eighties out of a need to provide coverage to Montana Counties and affiliate members during what many considered an “insurance crisis.” Many Counties and their affiliate entities faced either cancellation of their insurance or experienced dramatic premium increases.

The mission of the WCT is dedicated to “following best practices to provide long term stability in

coverage, stabilize and control risk costs, stable rates, effectively, accurately and appropriately adjust or defend claims and to provide quality risk management and administrative services.”

The Trust has its own Agreement and operates as a separate pool with no co-mingling of funds

The Workers’ Compensation Program discontinued writing policies on 07/01/2020. With only 68 open claims, the Program is now in run-off mode. The workers’ compensation pool retains most losses up to \$750,000 per claim and has excess coverage through various insurers. Although, MACo has in-house adjusting capabilities, effective 07/01/2026, a TPA will be used for continued claim handling.

Here is a hyperlink to the most recent audited financials for the MACo WCT.

[2025-06-30 Audit MACo Workers Compensation Trust Financial Statement](#)

## II. SCOPE OF WORK

### PCT

The Trust is seeking an actuary to provide the following professional actuarial and risk management services and advice for our property and casualty program:

1. The amount of funds PCT should have available for each individual line of coverage-by-coverage year to adequately fund self-insured losses incurred through the report date.
2. The self-insured losses are likely to be incurred and the recommended funding for claims incurred for each line of coverage for the future policy period.
3. The required GASB exhibits, which include a reconciliation of claims liabilities by type of coverage and a loss development profile for each coverage year.
4. The impact of these projections on an undiscounted and discounted basis and at the following contingency margins both by individual line of coverage, and as a group:
  - Ultimate Expected Payment Level
  - 75% Confidence Level
  - 85% Confidence Level
  - 90% Confidence Level
  - 95% Confidence Level

A discussion draft of the PCT annual actuarial study will be presented to MACo for review by August 15th each year. The final report is due by September 1<sup>st</sup> of each year. The actuary will be expected to attend the PCT Board of Trustees meetings held in April and November of each year, to discuss the findings and recommendations of the most recent studies. At the

April meeting the Actuary is expected to present their rate setting recommendations for the PCT.

## **WCT**

The Trust is seeking an actuary to provide the following professional actuarial and risk management services and advice for our workers' compensation program.

1. The amount of funds WCT should have available by coverage year to adequately fund self-insured losses incurred through the report date.
2. The self-insured losses are likely to be incurred and the recommended funding for claims incurred for each line of coverage for the future policy period.
3. The required GASB exhibits, which include a reconciliation of claims liabilities by type of coverage and a loss development profile for each coverage year.
4. The impact of these projections on an undiscounted and discounted basis and at the following contingency margins both by individual line of coverage, and as a group:
  - Ultimate Expected Payment Level
  - 85% Confidence Level

A discussion draft of the WCT annual actuarial study will be presented to MACo staff for review by August 15th each year. The final report is due by September 1<sup>st</sup> of each year. The actuary will be expected to attend the WCT Board of Trustees meetings held in April and November of each year, to discuss the findings and recommendations of the most recent studies.

### **III. SCHEDULE AND SUBMITTAL**

#### **A. RFP AND EVALUATION SCHEDULE**

Issuance of RFP:	<b>April 27, 2026</b>
Deadline to Submit Written Questions about the RFP:	<b>May 4, 2026</b>
Proposal Due Date:	<b>May 11, 2026</b>
Evaluation of Proposals, Finalists Selected:	<b>May 18, 2026</b>
Finalist Interviews:	<b>June 11 &amp; 12, 2026</b>
Anticipated Contract Award:	<b>June 30, 2026</b>

Commencement of Contract:	<b>July 1, 2026</b>
---------------------------	---------------------

## **B. MACo CONTACT PERSON**

Bonnie Knopf  
PCT/WCT Chief Operations Officer  
2717 Skyway Drive  
Helena, MT 59602  
Email: [bknopf@mtcounties.org](mailto:bknopf@mtcounties.org)  
Phone: 406-441-5469

## **C. WRITTEN QUESTIONS**

If proposers have questions about the RFP, they are encouraged to submit them as soon as possible, but no later than **May 4, 2026**. Questions must be e-mailed to the contact person above. MACo will not be obligated to answer any questions received after the deadline, or any questions submitted in a manner other than as instructed above.

## **D. PROPOSAL SUBMITTAL**

- **General**

Proposals must be received by **May 11, 2026 at 5 PM MST**. Any proposal received after this date and time will not be considered.

Delivery of proposals by the specified deadline is the sole responsibility of the Proposer. MACo will not be responsible for, nor accept as a valid excuse, any delay the method of delivery used by the Proposer except where it can be established that MACo was the sole cause of the late receipt.

- **Method of Submittal**

The proposal must be submitted in a password protected electronic format (PDF), in an email, to Bonnie Knopf, PCT/WCT Chief Operations Officer, at [bknopf@mtcounties.org](mailto:bknopf@mtcounties.org). On May 11<sup>th</sup> please provide the password to your PDF document to Bonnie Knopf via email or phone at 406-441-5469

▪ **Evaluation Criteria**

All proposals received in accordance with these RFP instructions will be evaluated to determine if they are complete and meet the requirements specified in this RFP. An award will be made to the Proposer whose offer is judged to be the most advantageous to MACo and its Trust. MACo and the Trusts expressly reserves the right to reject all proposals and make no award under this RFP.

The following criteria will be considered in evaluating the proposals:

- Quality of the proposal, including an expressed understanding of the PCT/WCT requirements;
- Qualifications;
- Experience, particularly with similar pool-related projects;
- References;
- Staffing & project organization;
- Work plan/technical approach;
- Cost schedule; and
- Miscellaneous, including exceptions/deviations.

## **IV. GENERAL INSTRUCTIONS**

### **A. ORAL COMMUNICATIONS**

Any oral communication by MACo's contact person(s) or designee concerning this RFP is not binding and shall in no way modify the RFP or the obligations of MACo, a proposer, or selected firm(s).

### **B. CHANGES TO RFP**

If it is necessary to make material changes to the RFP, MACo will e-mail written RFP addenda to all recipients of record of the original RFP. Recipients of record are those parties to whom MACo directly sent a copy of the RFP. Responses to written questions received by the specified deadline will be incorporated in an RFP addendum.

It is the responsibility of the proposer to inquire of MACo as to any addenda issued. This may be done by emailing the MACo Contact Person prior to the proposal submittal deadline. All addenda issued shall become part of the RFP.

## **C. EXCEPTIONS / DEVIATIONS**

Any exceptions to or deviations from the requirements set forth in this RFP, must be declared in the proposal submitted by the Proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading “Exceptions and Deviations.”

## **D. AUTHORIZATION TO DO BUSINESS**

The Proposer must be authorized to do business in the State of Montana and in the local jurisdiction in which it is located or where the work will be performed.

## **E. PRE-CONTRACTUAL EXPENSES**

MACo shall not be liable for pre-contractual expenses incurred by a proposer in the preparation of its proposal and proposers shall not include any such expenses in their offers. Pre-contractual expenses are defined as expenses incurred by the Proposer to: (1) prepare and submit its proposal to MACo; (2) negotiate with MACo on any matters related to this RFP; and (3) any other expenses incurred by the Proposer prior to the date of award, if any.

Issuance of this RFP and receipt of proposals does not commit MACo to award a contract. MACo reserves the right to postpone the award for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer simultaneously, or to cancel all or part of this RFP.

## **F. WITHDRAWAL; PROPOSAL IRREVOCABLE FOR 90 DAYS**

A Proposer may withdraw its proposal at any time prior to the submittal deadline by sending MACo a request in writing from the same person who signed the submitted proposal. As of the deadline for submittal, any proposal received by MACo and not withdrawn becomes an irrevocable offer available for acceptance by MACo immediately and for **90** days thereafter. The Proposer is responsible for the accuracy of the proposal submitted, and no allowance will be made for errors or price increases that the Proposer later alleges are retroactively applicable.

## **G. DISPOSITION OF PROPOSALS**

All materials submitted in response to this RFP become the property of MACo, except for

information identified by the Proposer as being proprietary. A blanket statement that all contents of the proposal are proprietary will not be honored by the MACo. Please note that as a public entity, MACo is subject to Montana public records law, which may require the disclosure of information regarding proposals or a subsequent contract.

## **H. IMMATERIAL DEFECTS IN PROPOSAL**

MACo may waive any immaterial deviation or defect in a proposal. MACo's waiver shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP if awarded the contract.

## **I. WRITTEN AGREEMENT**

The Proposer selected for contract award through this RFP shall be required to enter into a written agreement with MACo governing the provision of professional services to MACo members and other eligible entities. The agreement will include pertinent terms and conditions set forth in this RFP and will reflect the Proposer's offer or the outcome of contract negotiations. The agreement will also include, to the extent applicable, the provisions described in Appendix A and any terms or conditions added by addendum.

It is anticipated that the Proposer may enter into separate agreements with subcontractors to fulfill the terms of this contract. MACo will not be a party to those separate agreements, nor in any fashion a guarantor or indemnitor of them.

## **J. TERM OF CONTRACT**

If a contract is awarded through this RFP, it will be effective upon full execution of the agreement, which MACo expects to be **on or about July 1, 2026**. The anticipated term of the contract is **five** years. No agreement with the MACo PCT/WCT shall be in effect until a contract has been approved by the MACo PCT and WCT Board of Trustees or designee, and has been signed by both parties.

## **K. NEWS RELEASES**

News releases pertaining to any award resulting from this RFP may not be issued without the prior written approval of MACo. The MACo name and/or logo may not be used without prior written approval from MACo.

## **V. PROPOSAL FORMAT AND CONTENT**

The proposal submitted in response to this RFP must contain the information required in Sections A through F below. Brevity is preferred. For the questions in Sections B through D, please precede your answers with a restatement of the question. If you intend to use any subcontractors in fulfillment of services, information should be furnished for both your firm and the subcontractors where appropriate.

Submitting general marketing materials about your firm in lieu of providing specific answers to questions will not be acceptable. If you wish to submit marketing materials, you should do so as a separate addendum rather than as part of the formal response.

## **A. COVER LETTER**

All proposals must include a cover letter addressed to the contact person in Section III, B above. At a minimum, the cover letter must contain the following:

- Identification of the Proposer, including business name, address and telephone number.
- Name, title, address, telephone number, fax number, and e-mail address of a contact person during the period of proposal evaluation.
- Acknowledgment of RFP addenda received, if any.
- A statement that the proposal shall remain valid for a period of not fewer than **90** days from the due date for proposals.
- Any exceptions to any specified criteria in this RFP.
- Identification of any information contained in the proposal which the Proposer deems to be confidential or proprietary and wishes to be withheld from disclosure. A blanket statement that all contents of the proposal are confidential or proprietary will not be honored by MACo.
- Signature of a person authorized to bind the offering firm to the terms of the proposal.

## **B. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES**

1. Furnish background information about your firm, including date of founding, legal form (i.e., sole proprietorship, partnership, LLC, corporation/state of incorporation), number and location of offices, principal lines of business, number of employees, days/hours of operation and other pertinent data. Disclose any conditions (e.g., bankruptcy or other financial problems, pending litigation, planned office closures, impending merger) that may affect your ability to perform contractually. Certify that the firm is not debarred, suspended or otherwise declared ineligible to contract by any federal, state, or local public agency.

2. Describe your firm's experience and qualifications for providing the required services to MACo. Specifically highlight those qualifications that distinguish you from your competitors. The focus should be on recent experience within the last **five** years that is relevant to the scope of work outlined in this RFP.
3. List public entities, pools, associations, or other organizations similar to MACo for which your firm has provided actuarial services.
4. Identify at least **three** public entities or pools for which your firm has provided actuarial services including the years you provided the services. Please identify personnel in those entities or pools that MACo may contact as references. Describe the work performed and include the name, job title, address, email address, and telephone number of a contact person for each reference.

## **C. STAFFING AND PROJECT ORGANIZATION**

1. Identify the key personnel from your firm who would be assigned to this project. Include a brief description of the number of years with your firm, qualifications, professional certifications, job functions, current caseload, and office location(s). Designate an Engagement Manager who would be ultimately responsible for the relationship and a Project Manager who would provide day-to-day direction of the required work. Furnish brief resumes (not more than two (2) pages long) for all key personnel; include these as an appendix, not in the body of the proposal.
2. If more than two people will be assigned to MACo's project, include a simple organization chart that clearly delineates communication and reporting relationships among the project staff.
3. Any changes in key personnel assigned to the MACo account must be approved by MACo.

## **D. WORK PLAN / TECHNICAL APPROACH**

1. Describe in detail what information, documents, staff assistance, facilities or other resources you would require from MACo or its members to complete your work; declare any critical assumptions upon which your work plan is based.
2. Describe succinctly how your firm would accomplish the work and satisfy MACo's objectives described in this RFP. If appropriate, divide the work into segments or tasks to represent milestones for measuring progress.

3. Describe the work products and other deliverables you would provide to MACo and our members. State the purposes for which the work products could be used and any limitations your firm would impose on their usage.

## **E. COST SCHEDULE**

The Proposer's cost schedule for a **five-year** contract must be submitted with the proposal.

All costs are to be contained in this schedule. For each service element, include a cost and state a grand total for all service elements per year as well as a total contract cost.

The schedule should also include the method used to charge for any special requests, reports, or broadening of the scope of the work beyond that described in this RFP.

This section must also include payment terms required for services rendered and a preferred schedule of billing dates.

## **F. SAMPLE CONTRACT**

Submit a copy of your proposed written agreement for the provision of professional services to MACo with your response. Required provisions for the agreement are described in Section IV(I) above and Appendix A below.

## APPENDIX A – MACO CONTRACT CONSIDERATIONS

MACo contracts will be subject to the following standards. These are not exclusive and other contract clauses and provisions will obviously be applicable as well. However, these are areas respondents to MACO RFPs should be aware of in considering and preparing responses.

### A. MANDATORY PROVISIONS

1. Indemnity Provision. There shall be no provision requiring MACo to indemnify contractor for contractor's acts or omissions. Indemnity provisions should be mutual and reciprocal. Our standard indemnity clause is as follows:

**Contractor agrees to hold harmless, indemnify, and defend MACo, and its officers and employee from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or related to the acts or omissions of Contractor or its officers, employees, subcontractors, or agents in performance of services pursuant to this Contract. MACo agrees to hold harmless, indemnify, and defend Contractor and its officers and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of, or related to the acts or omissions of MACo or its officers, employees, subcontractors, or agents pursuant to this Contract.**

2. Independent Contractor Status. The following shall be included in MACO contracts:

**Contractor shall perform the required services as an independent contractor and not as an "officer, employee, or agent" of MACo. Although MACo reserves the right to evaluate the quality of the service provided by Contractor, MACo will not control the means or manner of Contractor's performance.**

3. Governing Law and Venue. MACo contracts shall be subject to the laws of Montana and venue for any disputes arising out of the contractual relationship. The contract shall include the following clause or the substantial equivalent:

**This contract shall be governed by the laws of the State of Montana without regard to principles of conflicts of law. Any claim, action, suit or proceeding between MACo and Contractor arising from or related to this contract shall be brought and conducted in the District Court of Lewis and Clark County for the State of Montana; provided, however, if a claim must be brought in a federal forum, then it shall be brought in the U.S. District Court for the State of Montana.**

4. Insurance. Except under special circumstances, and with the approval and consent of

MACo Executive Director, the following minimum insurance provisions shall be specified in the contract:

**During the term of this contract, Contractor shall maintain in force insurance coverage compliant with the requirements listed below:**

- a. **Workers' Compensation insurance**
- b. **Comprehensive General Liability insurance applicable to the services provided to MACo, with a combined single limit, or the equivalent, of not less than \$1,000,000 each occurrence for Bodily Injury, Personal Injury, and Property Damage, including contractual liability coverage applicable to the indemnity provided under this contract.**
- c. **Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits without 30 days' prior written notice from the Contractor or its insurer(s) to MACo.**
- d. **Certificates of Insurance. As evidence of the insurance coverages required by this contract, the Contractor shall provide acceptable insurance certificates to MACo as soon as practicable upon written request by MACo. If requested, complete copies of insurance policies, shall be provided to MACo.**

## **B. OTHER CONTRACT CONSIDERATIONS**

1. **Limitations on Liability and Warranties. Responses to RFPs should include a description of any limitations on liability to either MACo or purported third party liability limitations contractor would propose to include in a contract with MACO. These provisions are disfavored and will be a consideration in our review and comparison of RFP responses.**
2. **Termination. While termination provisions are negotiable, any provision that would not permit MACo to terminate the contract with a reasonable notice period, without further obligation, would be strongly disfavored and allowed only with the consent of the Executive Director. Our preferred termination provision is as follows:**
  - a. **This contract may be terminated at any time by mutual written consent of the Parties.**
  - b. **MACo may, at its sole discretion, terminate this contract, in whole or in part, upon 30 days' written notice to Contractor. In the event of such a termination, MACo agrees to pay Contractor the fees and expenses reasonably incurred prior to such termination.**
  - c. **MACo may terminate this contract immediately upon notice to Contractor, or at such later date as MACo may establish in such notice, if Contractor commits any**

**material breach or default of any covenant, warranty, obligation or agreement under this contract, or fails to perform in a timely manner the services under this contract, and such breach, default, or failure is not cured within 10 business days after delivery of MACo's notice, or such longer period as MACo may specify in such notice.**

- d. Contractor may terminate this contract upon 10 days' written notice to MACo if MACo fails to pay Contractor pursuant to the terms of this contract and MACo fails to cure within 30 days after receipt of Contractor's written notice, or such longer period as Contractor may specify in such notice.**