



Decision

Matter of: Prestique, Inc.

File: B-424724

Date: October 19, 2026

Sean Aly for the protester.

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DIGEST

Protest that agency improperly rejected protester's bid for roofing repair and replacement is denied where invitation for bids required bidders to include in the bid a draft warranty from the roofing manufacturer that demonstrated the bidder's clear ability to provide a warranty meeting listed requirements but protester's draft warranty omitted required elements.

DECISION

Prestique, Inc., of Dayton, Texas, a small business, protests the rejection of its bid and the subsequent award of a contract to Miwok Construction, LLC, of Las Vegas, Nevada, also a small business, under invitation for bids (IFB) No. FA4613-26-B-0001, issued by the Department of the Air Force for roof repairs and replacements at F.E. Warren Air Force Base in Wyoming. The protester contends that the Air Force unreasonably rejected the firm's bid after unreasonably determining that a draft warranty, which the IFB required bidders to include with their bids, did not meet the agency's requirements.

We deny the protest.

BACKGROUND

The IFB was issued on April 20, 2026, seeking bids to perform roof repairs and replacement services for one building and options for four additional buildings.¹ The Air Force explains that roof repairs and replacement were necessitated by storm damage in August 2025. COS at 2.

The IFB provided that a contract would be awarded to the

lowest bidder for all [contract line item numbers], who is considered responsive to the terms and conditions of the solicitation and is most advantageous to the Government, considering price and price related factors.

IFB at 41.

The contracting officer explains that previous contracts for roof work had resulted in disputes over the sufficiency of the manufacturer's warranty. As a result, in the IFB, the Air Force sought a warranty that would meet requirements established in a set of unified facilities criteria, which market research had indicated were available commercially even though they would exceed the terms of standard commercial warranties. In order to ensure that the agency would receive a warranty that met agency requirements, the IFB specified minimum requirements for a 20-year warranty: the warranty was to have no dollar limit, it had to cover roof failure under winds up to 120 miles per hour, and it had to provide coverage for damage by hail up to 3 inches in diameter. COS at 2.

Accordingly, the IFB stated that responsiveness would be determined by assessing each bid under four requirements: being registered at SAM.gov; being registered in the agency's supplier performance risk system and having a minimum self-reported or rated score; being found to be responsible; and conforming to "the solicitation's requirements in Section L." IFB at 41.

Section L of the IFB added five requirements regarding responsiveness: submitting a signed and completed copy of standard form 1442, submitting a bid guarantee, submitting the form and bid guarantee electronically, submitting a "draft of the warranty on proposed material" that "clearly indicates [the] bidder can obtain the warranty outlined in the [statement of work (SOW)]," along with specifications for the bidder's proposal roofing material showing that the bidder was "pricing material requirements outlined in the SOW." *Id.* at 35.

¹ The Air Force deleted an option for an additional building in amendment 1 to the IFB. Agency Report (AR), Tab 29, IFB amend. 3 at 3; Contracting Officer's Statement (COS) at 4. Beyond the first building in the basic requirement, options for individual buildings would be exercised either at the time of award or later, based on the availability of funding. COS at 2.

The SOW identified the following warranty requirements:

The no dollar limit warranty, covering all items connected to the roof replacement, by the primary roof membrane manufacturer shall warrant the roof system to include 3" diameter hail stones, 120 mph minimum winds as reported by the national weather service, for a minimum warranty period of 20 years. By submitting a bid, the contractors and primary roofing membrane manufacturer (prmm), warrant that they can meet all the project requirements as outlined in this Statement of Work and Contract Documents. The prmm warranty, edited to comply with the Contract Documents, shall be submitted for approval with the shop drawing submittal. Prmm's sample standard warranty will not be accepted if it hasn't been edited to comply with project requirements. . . . The roofing Installer shall provide a separate 2[-]year installation warranty.

AR, Tab 4, IFB attach. 1, SOW at 2-3.

The Air Force received bids from six bidders, including Prestique and Miwok. COS at 6. The agency determined that Prestique had submitted the lowest-priced bid, at a total bid for the base requirement and all options of \$5,159,546, so the agency proceeded to review whether the bid was responsive. COS at 6-7; AR, Tab 38, Abstract of Bids at 1. In the course of the responsiveness review, the agency determined that the draft warranty submitted with Prestique's bid did not meet the IFB requirements, so the bid was rejected as nonresponsive. COS at 7.

The Air Force then reviewed the next-lowest priced bid, which had been submitted by Miwok, at \$5,958,875. The review determined that Miwok's bid was responsive, including the submission of a draft warranty that met the IFB requirements. *Id.* at 7. To assess whether there had been meaningful competition, the contracting officer notes that the agency also reviewed the next higher priced bid and determined that it too was responsive. *Id.* at 8. Additionally, the agency determined that Miwok's bid was lower than the government estimate. *Id.* at 8. The contracting officer awarded the contract to Miwok as the lowest-priced responsive bidder and notified Prestique that its bid had been rejected as nonresponsive because its draft warranty did not meet the IFB requirements. *Id.* at 8. This protest followed.

DISCUSSION

Prestique argues that its bid was improperly rejected as nonresponsive. The firm contends that its bid included an acceptable draft warranty and a letter from the roofing material manufacturer confirming its willingness to issue a warranty. Despite this, Prestique contends that the Air Force misevaluated the firm's bid as nonresponsive by applying a standard not expressly stated in the IFB. Specifically, the Air Force required the draft warranty submitted with the bid to meet more specific requirements for the sample warranty that was to be submitted after award with project drawings. Protest

at 5; Comments at 1-2. The rejection of its bid was improper, Prestique argues, because it did not take exception to any IFB requirements, it offered the lowest price and, therefore, the bid was responsive and the Air Force should have awarded the contract to Prestique rather than to Miwok. Comments at 4.

It is well-settled that an agency properly rejects a bid as nonresponsive where the bidder submits required descriptive literature showing that the product it is offering does not conform to the material specifications set forth in the IFB. For a bid to be responsive, it must be an unequivocal offer to provide supplies or services in total conformity with the material terms and conditions of the solicitation, which must be determined on the basis of the bid as submitted. Our Office will not disturb an agency's determinations concerning the adequacy of required descriptive literature unless the agency's determination is unreasonable, demonstrates an abuse of discretion, or violates procurement statutes and regulations. Thus, where the literature submitted with the bid does not clearly show conformance with the specifications, the agency must reject the bid. *Harnischfeger Corp.*, B-220036, Dec. 19, 1985, at 3.

The Air Force argues that the rejection of Prestique's bid was correct. The agency asserts that the IFB required the submission of a draft warranty that clearly indicated the bidder could obtain the warranty outlined in the SOW, the essential elements of which were a no-dollar-limit warranty that covered all items connected to the roof replacement, issued by the primary roof membrane manufacturer, and that warranted the roof system could sustain 3-inch diameter hail stones, 120 miles per hour (mph) minimum winds, and had a minimum warranty period of 20 years. Upon review, Prestique's draft warranty failed to meet those requirements because, according to the technical reviewer, "120 mph wind speed is not edited into the warranty, there is no 3 [inch] hail provision edited into the warranty, there is no 20 year warranty period edited into the warranty [and the reviewer] did not see a no dollar limit provision edited into the warranty." COS at 7 (quoting AR, Tab 39, Price Analysis Memorandum at 4). As a result, the agency argues that under the terms of the IFB, it was required to reject Prestique's bid as nonresponsive and the contracting officer properly did so. Memorandum of Law at 4.

Our review of the record shows that Prestique's bid included a draft warranty, but that its terms did not demonstrate that Prestique would be able to deliver a warranty that met the IFB's requirements. The record shows that the draft warranty in Prestique's bid for the buildings at issue stated that the warranty would apply "for a period of -- years, commencing with the date of [manufacturer's] acceptance of the [roofing product] installation. However, in no event shall [manufacturer's] obligations extend beyond --.5 years, subsequent to the date of completion" of the roofing system. AR, Tab 35, Prestique Bid at 20. The draft warranty then stated a list of exceptions to coverage, the first of which was for "damage[] by: natural disasters, lightning, fire, insects, animals, windblown debris or objects, earthquakes, tornados, hail, hurricanes, and winds of (3 second) peak gust speeds in excess of -- mph measured at 10 meters" above ground. *Id.* We also note that while the draft warranty did not state a dollar limit, it described the manufacturer's liability as being "limited to [manufacturer's] repair of the leak." *Id.*

In addition to the draft warranty, Prestique's bid included a letter from the manufacturer of the roofing material that expressed the manufacturer's position that a roofing system that met a list of specifications would be "considered for issuance of [a] warranty" and that the roofs were "eligible for 20-hours of Accidental Puncture and 3 [inch] diameter Hail Coverage." *Id.* at 28-29. The manufacturer's letter closed by stating that "[u]pon final inspection and acceptance by a [manufacturer] Field Service Representative, [the manufacturer] will issue a 20-year warranty with 120-MPH wind speed coverage." *Id.* at 29.

Our review shows that the Air Force reviewer's judgment properly determined that Prestique's draft manufacturer warranty did not meet the requirements stated in the IFB. It did not show that the warranty would cover the roofing for 20 years, against hail up to 3 inches diameter and 120-mile per hour winds, and without a dollar limit. To the contrary, the terms of the exceptions in the draft warranty appear to exclude coverage for "damage[] by . . . hail" and damage by wind gusts in excess of an undisclosed speed. In contrast, the IFB required the bidder to show its ability to provide a warranty covering at least the elements of 20 year term, 3-inch hail, and 120-mile per hour winds in the draft warranty. Even if we accept, for the sake of considering the protester's arguments, that the manufacturer's accompanying letter should be considered, the statements in that letter are further conditioned in ways that would put the Air Force at risk of not receiving the required warranty. The letter's terms state that the issuance of any warranty would be conditional on an inspection by the manufacturer after installation. Further, the letter specifies an apparent 20-hour limit on coverage for hail damage that does not appear in the IFB.

Nevertheless, Prestique argues that it is significant that its bid did not expressly take exception to any terms of the IFB, while the IFB also provided that by submitting a bid the bidder and the manufacturer of the roofing material "warrant that they can meet all the project requirements as outlined in this Statement of Work and Contract Documents." Comments at 2. The reliance on such a blanket statement of compliance with the IFB requirements is not sufficient, however, because Prestique's bid lacks required information to show that it met the express requirements in the IFB to be responsive. See *Astro-Med, Inc.*, B-235651.2, Dec. 11, 1989, at 3-4 (notwithstanding blanket statement of compliance, bid was properly rejected as nonresponsive where bid failed to show clearly that the offered product conformed to IFB specifications). In short, Prestique's bid was not an unequivocal offer to provide the required services, including the required warranty, in total conformity with the material terms and conditions of the solicitation. Accordingly, the Air Force properly rejected Prestique's bid as nonresponsive.

The protest is denied.

Edda Emmanuelli Perez
General Counsel