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Decision

Matter of: Red Cat Holdings, Inc.

File: B-424397; B-424397.2

Date: July 10, 2026

Hamish P.M. Hume, Esq., Gina A. Rossman, Esq., Julia M. Cash, Esq., Thomas J. Betz, Esq., and Joshua Quaye, Esq., Boies Schiller Flexner, LLP, for the protester. Paul F. Khoury, Esq., Cara L. Sizemore, Esq., and Vaibhavi Patria, Esq., Wiley Rein LLP, for the intervenor. Elizabeth R. Warner, Esq., and Andrew T. McGuire, Esq., Defense Logistics Agency, for the agency. Thomas J. Warren, Esq., and Alexander O. Levine, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

1. Protest alleging that delivery order for drone products is outside the scope of the underlying indefinite-delivery indefinite-quantity (IDIQ) contract is denied where the record shows the delivery order is reasonably within the contract's scope.
2. Protest that delivery order solicitation improperly required a brand-name product is dismissed where protester is not an interested party to raise the allegation because it does not hold the IDIQ contract under which the delivery order solicitation was issued.

DECISION

Red Cat Holdings, Inc., of South Salt Lake City, Utah, protests the terms of delivery order request for quotations (RFQ) No. 2026031231625, and the subsequent issuance of delivery order No. SPE8EL-26-F-148V under indefinite-delivery, indefinite-quantity (IDIQ) contract No. SPE8EJ-21-D-0020 to Atlantic Diving Supply, Inc. (ADS), a small business of Virginia Beach, Virginia, by the Defense Logistics Agency (DLA) for drone products and accessories. The protester contends that the terms of the delivery order are beyond the scope of the underlying IDIQ contract. The protester further asserts that the agency violated law and regulation by including a brand-name product designation in the RFQ and then issuing the delivery order to ADS.

We deny the protest in part and dismiss it in part.

BACKGROUND

The challenged delivery order RFQ was issued by DLA Troop Support, a major subordinate command of DLA responsible for providing a broad range of supplies, equipment, and supply-related support services to the United States military. Contracting Officer's Statement & Memorandum of Law (COS/MOL) at 1-2.

The agency issued the RFQ and subsequent delivery order under a multiple-award IDIQ contract known as the Special Operational Equipment Tailored Logistics Support Program (SOETLSP). *Id.* at 2; Agency Report (AR), Tab 1, IDIQ Contract at 5.¹ DLA has been using the SOETLSP contracting vehicle since January 1999 to provide logistical support for military commands, federal agencies, and other authorized DLA customers located worldwide. *Id.*

On November 16, 2018, the agency issued the most recent generation of the SOETLSP solicitation and subsequently awarded six IDIQ contracts. AR, Tab 1, SOETLSP Contract at 1; COS/MOL at 2; Protest at 15. The SOETLSP contracts have a 2-year base period and four 2-year option periods, with a maximum total ordering period extending to January 4, 2031, and a cumulative maximum value of \$33 billion for each contract. AR, Tab 1, SOETLSP Contract at 4-5. The awardee here, ADS, is one of the SOETLSP contract holders. COS/MOL at 7. The protester, a supplier of drones with the brand name "Teal Drones," does not hold a SOETLSP contract. *Id.*; Protest at 16.

As relevant here, the SOETLSP contract specifies that the "primary purpose of the [SOETLSP] is to provide support to authorized customers for all special operational equipment, supplies, and related incidental services necessary to perform their missions." AR, Tab 1, SOETLSP Contract at 43. In this regard, the "scope of work [] includes the total logistics support for the special operational equipment requirements of DLA customers to include military installations and federal activities worldwide." *Id.*

The structure of the SOETLSP contract contemplates DLA receiving order requests from its authorized customers; DLA then issues delivery orders to SOETLSP contract holders pursuant to the contract's ordering procedures and Federal Acquisition Regulation (FAR) section 16.505. *Id.* at 5, 49; COS/MOL at 6-8. As examples of what items may be ordered, the SOETLSP contract identifies 19 categories of covered items, including, but not limited to survival gear and equipment kits, tactical equipment, protective equipment, communication devices, lifesaving equipment, diving equipment, load-carrying equipment, and other specialized operational equipment. AR, Tab 1, SOETLSP Contract at 43-44. Covered items are commercial products or modified commercial products, and all products must conform to the manufacturer's commercial specifications. *Id.* at 4, 44. Additionally, if a delivery order RFQ identifies a specific brand-name or part number, the SOETLSP contract allows contract holders to provide an "alternate item" so long as the alternate item is "equal to the requested item and approved by DLA Troop Support in coordination with the customer." *Id.* at 45, 49.

¹ All citations to the record refer to the documents' Adobe PDF pagination.

On March 12, 2026, the Department of the Army requested that DLA fulfill an expedited order for drone kits and accessories to support Operation Epic Fury, a U.S. military campaign against Iran that was initiated in February 2026. COS/MOL at 8. The request from the Army was identified as an urgent requirement intended to “provide[] [the] warfighter the ability to efficiently communicate between personnel during field operations.” *Id.*; AR, Tab 8, March 12 Customer Order Request at 2; Urgent Order Spreadsheet at Column I. The Army’s request specified that the deliverables were to be 1424 “Skydio X10D” brand-name drone kits, and related accessories, to be delivered to Redstone Arsenal, Alabama, by August 1. COS/MOL at 8.

Later that same day, DLA determined that the requirement for drone kits and related accessories was within the scope of the SOETLSP contract. *Id.* DLA then issued the RFQ to all SOETLSP contract holders, seeking Skydio brand drones--or acceptable alternate items. *Id.* at 8-9. The agency received two quotations from SOETLSP contract holders in response to the RFQ, and on March 13, the agency issued the delivery order to ADS for a total dollar value of \$52,916,558 with a January 15, 2027, delivery date. *Id.* at 9; AR, Tab 4, Delivery Order at 1-3.

Red Cat alleges that it learned through various media reports and industry contacts of the delivery order and then filed this protest with our Office.

DISCUSSION

The protester raises two primary challenges. First, Red Cat contends that the delivery order is outside the scope of the SOETLSP contract.² Supp. Protest at 1-7. Red Cat also broadly alleges that the agency’s decision to acquire Skydio brand drone kits and accessories under the SOETLSP contract violates statutory and regulatory requirements, including mandates for full and open competition. Protest at 1-2, 16-18. We have considered all arguments, and for the reasons discussed below, find no basis to sustain Red Cat’s protest.³

² Our Office is authorized to hear protests of delivery orders, or the proposed issuance of delivery orders, that are issued under IDIQ contracts awarded pursuant to the authority of Title 10 of the U.S. Code, where the delivery order is valued in excess of \$35 million, or where the protester asserts that the delivery order increases the scope, period, or maximum value of the contract under which the delivery order is issued. 10 U.S.C. § 3406(f)(1)(B); 4 C.F.R. § 21.5(l). Here, the protester has alleged that the delivery order increases the scope of the underlying IDIQ contract against which the order was issued and the value of the order exceeds \$35 million.

³ Red Cat asserts various ancillary arguments. Although our decision does not address each argument, or iteration of each argument, raised over the course of this protest, we have considered them all and find no basis to sustain Red Cat’s protest. For example, although Red Cat complains that “[t]he [a]gency did not publicize the procurement opportunity” or “make the RFQ available to the market,” Protest at 2, an agency is under
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Scope Challenge

Red Cat contends that the delivery order issued to ADS exceeds the scope of the SOETLSP contract. Supp. Protest at 1-7. When a protester alleges that the issuance of a task or delivery order under an IDIQ contract is beyond the scope of the contract, we analyze the protest in essentially the same manner as those in which the protester argues that a contract modification is outside the scope of the underlying contract. *Oracle America, Inc.*, B-420181, Nov. 30, 2021, at 4; *DynCorp Int'l LLC*, B-402349, Mar. 15, 2010, at 6. In determining whether a task or delivery order is outside the scope of the underlying contract, and thereby triggers applicable competition requirements, our Office and the courts examine whether the order is materially different from that contract, as reasonably interpreted. *People, Tech. and Processes, LLC*, B-417273, May 7, 2019, at 4; see also *AT&T Commc'ns, Inc. v. Wiltel, Inc.*, 1 F.3d 1201, 1204 (1993); *CCL, Inc.*, 39 Fed. Cl. 180, 191-192 (1997).

Evidence of such a material difference is found by reviewing the circumstances attending the original procurement; examining any changes in the type of work, performance period, and costs between the contract as awarded and the order as issued; and considering whether the original contract solicitation effectively advised offerors of the potential for the type of orders issued. *Anduril Indus., Inc.*, B-419420, Feb. 22, 2021, at 4. In other words, the overall inquiry is whether the order is of a nature that potential offerors reasonably would have anticipated. *California Indus. Facilities Res., Inc., d/b/a CAMSS Shelters*, B-406146, Feb. 22, 2012, at 3; *Rice Servs., Inc.*, B-424208, *et al.*, Apr. 9, 2026, at 6.

As an initial matter, we note that Red Cat does not allege that the drone products themselves were outside the scope of the SOETLSP contract. Resp. to Req. to Dismiss Supp. Protest at 15 (“Red Cat has never argued that the IDIQ, on its face, could not encompass drone purchases.”). Instead, Red Cat contends that the SOETLSP contract must only be used “as a mission-support logistics vehicle” with a scope “limited to providing equipment ‘necessary to perform’ discrete missions related to Special and Conventional Warfare[.]” *Id.* at 5. In this regard, Red Cat argues that “[t]he dispositive inquiry is whether the procurement is tied to a specific mission requirement.” Comments at 14. Red Cat contends that the delivery order at issue (for drone kits with a 9-month delivery schedule) exceeds the scope of the SOETLSP contract because such an order “is not mission support at all” but is instead a “programmatic procurement to stock inventory or build future capability[.]” Supp. Protest at 6. Finally, Red Cat argues that SOETLSP contract holders could not have anticipated a single delivery

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no obligation to do so when issuing a delivery order under an IDIQ contract.

FAR 16.505(a)(1) (“In general, the contracting officer does not synopsise orders under indefinite-delivery contracts[.]”).

order “untethered to an active or immediate mission” that is valued near the contract’s historical annual demand estimate of approximately \$61 million per contract. *Id.*

DLA contends that the delivery order is well within the broad scope of the underlying SOETLSP contract. COS/MOL at 10-26. The agency argues that Red Cat’s interpretation of the SOETLSP contract is contradicted by the broad language of the contract, which plainly allows DLA to provide a wide range of special operational equipment to all authorized DLA customers, worldwide, in fulfillment of these customers’ broad and diverse missions. *Id.* As for the cost and delivery schedule of the order, the agency notes that the contract specified no maximum dollar value for individual orders and contends that DLA has previously issued numerous orders exceeding \$53 million under the SOETLSP contract. *Id.* at 17. In addition, DLA explains that the SOETLSP contract explicitly allows the ordering activity customer to specify the item’s delivery timeframe, which the Army customer did here. *Id.* at 20-22. DLA further contends that Red Cat’s argument that the SOETLSP scope is limited to “near-term” and “operational” needs imposes a limitation that is inconsistent with the contract language and the historical use of the SOETLSP contract. *Id.* In sum, DLA argues that the nearly \$53 million drone kits order, to be delivered over a 9-month timeframe in support of DLA’s Army customer, is squarely within scope of the \$33 billion SOETLSP contract. *Id.* at 17.

Where a protester and agency disagree over the meaning of solicitation or contract language, we will resolve the matter by reading the solicitation or contract as a whole and in a manner that gives effect to all of its provisions. *Technica Corp.*, B-416542, B-416542.2, Oct. 5, 2018, at 11. To be reasonable, and therefore valid, an interpretation must be consistent with the solicitation, or contract, when read as a whole and in a reasonable manner. *Meridian Knowledge Solutions, LLC*, B-420906, Nov. 2, 2022, at 8.

Here, we find that the protester’s assertions that the delivery order exceeded the scope of the SOETLSP contract are based on an unreasonable interpretation of the contract. As an initial matter, we find no support for Red Cat’s narrow formulation of the term “mission” as used in the SOETLSP contract. Nor do we see any basis to find that the scope of the SOETLSP contract “expressly” limited DLA to support only a “discrete” mission that is “active or immediate[.]” See Supp. Protest at 3, 6.

The SOETLSP contract describes the contract’s scope as follows:

The scope of work under the [SOETLSP] includes the total logistics support for the special operational equipment requirements of DLA customers to include military installations and federal activities worldwide. The primary purpose of the TLS Program is to provide support to authorized customers for all special operational equipment, supplies, and related incidental services necessary to perform their missions. Various types of special operational equipment and related incidental services may be provided under the contracts including but not limited to: survival gear, tactical equipment, protective eyewear and vision enhancing equipment,

escalation of force equipment, visit board search and seizure . . . , scuba gear, surface diving gear, thermal protection equipment, communication devices, compressors, hazardous material . . . , air purification devices, hyperbaric instrumentation, lifesaving equipment and other safety items.

AR, Tab 1, SOETLSP Contract at 43. The contract further clarifies the breadth of the scope, noting that covered items include “[a]ny item required by the ordering activity for special operational equipment that is managed by or authorized for procurement by DLA.” *Id.* Additionally, under the paragraph entitled “Authorized Customers,” the contract includes broad descriptions of the various “missions” of its “authorized customers” that the SOETLSP will continue to support:

The [SOETLSP] will continue to provide logistical support to authorized customers worldwide in support of their missions related to Special and Conventional Warfare, which includes Tactical and Survival, Homeland Security, Mobile Security, Coastal Warfare, Port Security, Aircrew Life Support, Flight Deck Applications, Explosive Ordnance Disposal, Diving and Salvage, Search and Rescue, Safety, Ships Husbandry, Hyperbaric, and Enclosed Space Diving and Lifesaving.

Id. at 46-47.

Against all of this, the protester fails to identify where DLA, at any point, limited the scope of the SOETLSP contract in the manner urged by Red Cat. Instead, Red Cat pulls disparate words and phrases from the SOETLSP contract to conjure a limitation that is at odds both with any reasonable interpretation of the broad language used to describe the scope of the SOETLSP contract and the contract’s stated purpose to provide “total logistics support for the special operational equipment requirements of DLA customers to include military installations and federal activities worldwide.” *Id.* at 43.

Based on our review of the record, we find that the SOETLSP contract clearly contemplates a broad umbrella of special operational equipment (and related incidental services) for all authorized DLA customers, worldwide, in support of the missions of DLA’s customers--and that this scope reasonably includes the drone kits that DLA ordered here. We further find no basis to parse the term “mission” in the manner urged by the protester. Instead, we find that the term “mission,” as used throughout the contract, broadly describes the full range of responsibilities to be carried out by each authorized DLA customer.⁴ In sum, we find Red Cat’s narrow reading of the term

⁴ The protester’s various arguments rest on the mistaken premise that the word “mission” is synonymous with an active combat operation and that the SOETLSP contract scope restricts the contract’s use to support an ongoing military conflict or “discrete mission.” See Supp. Protest at 1-7; Res. to Req. to Dismiss Supp. Protest at 13-14; Comments at 10-14. As discussed above, however, we see nothing in the
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“mission” to be contrary to the plain meaning of the SOETLSP contract, which contemplates a broad range of purposes for which authorized customers may order and use special operational equipment.

Moreover, Red Cat’s arguments largely ignore the stated purpose of the delivery order at issue, which is to fulfill an “urgent” Army requirement for drone equipment that “provides [the] warfighter the ability to efficiently communicate between personnel during field operations.” AR, Tab 8, March 12 Customer Order Request at 2; Urgent Order Spreadsheet at Column I. Even if we agreed with Red Cat that the language of the SOETLSP contract limited its scope to orders for a discrete “mission-driven” requirement, the delivery order RFQ here undoubtedly meets this standard.⁵

We likewise see no support for Red Cat’s argument that the delivery order’s production schedule exceeds the scope of ADS’s SOETLSP contract. In this regard, Red Cat

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SOETLSP contract that adopts such a limitation--and the protester identifies no statutory or regulatory authority supporting such a narrow construction. We note that the protester’s interpretation is further contradicted by how Congress and Department of Defense agencies consistently use the term “mission” to broadly describe the authorized responsibilities of military departments and organizations, including readiness, training, logistics, sustainment, testing, acquisition, and operational support--in addition to missions concerning combat operations. See, e.g., 10 U.S.C. § 113(g)(1)(B) (referring broadly to the “roles and missions of the armed forces” to “carry out” the “priority missions of the Department of Defense”); 10 U.S.C. § 7062 (describing the Army’s broad statutory purposes).

⁵ The protester also contends that the agency’s stated “urgent” need for the drones to support “Operation Epic Fury” is undermined by the delivery order’s 9-month delivery schedule. Resp. to Req. to Dismiss Supp. Protest at 13-14; Comments at 10-16. In this regard, Red Cat suggests that various media statements by government officials indicate that “active missions” had already concluded shortly after the agency issued the delivery order, and that this “mismatch” between the agency’s stated need and the delivery timeline is “dispositive” because the delivery order is “untethered from any contemporaneous operational need.” Resp. to Req. to Dismiss Supp. Protest at 5-6, 13-14; Comments at 12-13.

To the extent that Red Cat suggests that the drone purchases were not intended to support Operation Epic Fury, as stated by both DLA and the Army, we note that government officials are presumed to act in good faith, and allegations of bias or bad faith must be supported by convincing proof, beyond mere inference and innuendo. *Peraton Inc.*, B-416916.5; B-416916.7, Apr. 13, 2020, at 9. We see no basis to question the agency’s need for these drone kits, and the protester has not provided any evidence beyond mere inference indicating otherwise. We note, at any rate, that nothing in the SOETLSP contract language limits support to “active missions”--however such a term might be defined.

contends that the SOETSLP contract is limited to “near-term procurement[s] to address identifiable operational needs--not delayed, large-scale production intended to field enduring capability.” Supp. Protest at 5. We disagree and see no support for Red Cat’s restrictive interpretation of the contract’s delivery schedule provisions or the suggestion that the contract’s scope is limited to near-term, operational needs only.

As relevant here, the SOETLSP contract specifies three separate categories of equipment delivery timeframes, ranging from “Emergency Orders” (delivery within 24 hours), “Urgent Order[s]” (delivery no later than 72 hours) or “Routine (Pre-Planned) Non-Emergency Orders” (delivery no later than 30 days). AR, Tab 1, SOETLSP Contract at 55. As the agency correctly points out, however, the SOETLSP contract permits orders to exceed these timeframes where the contracting officer or ordering activity “has authorized a longer delivery time frame for a specific delivery order.” *Id.* The contract further clarifies that “[s]pecific [d]elivery [r]equirements shall be specified in each delivery order RFQ based on the customer requirements.” *Id.* As noted above, the Army requested the drones and accessories be delivered by August 1, and the delivery order, as awarded by DLA on March 13, later changed the delivery date to January 15, 2027.⁶ COS/MOL at 9.

Red Cat’s interpretation is thus at odds with language in the contract that expressly permits the contracting officer or ordering activity to authorize the delivery timeframe for a specific delivery order. Although Red Cat maintains that the SOETLSP contract was intended to support “discrete mission requirements” on a “rapid--not months-long--response,” Comments at 10-16, as noted above, the contract broadly allows for “a longer delivery time frame for a specific delivery order” when specifically specified by the customer, as here.⁷

⁶ On April 13, ADS contacted DLA to propose an incremental delivery schedule of 1447 total drone kits beginning with 96 kits on May 31, followed by incremental shipments through July (125 kits), August (125 kits), September (125 kits), October (250 kits), November (250 kits), and December (250 kits), with a final tranche of 226 kits arriving on January 8, 2027. AR, Tab 12, ADS Delivery Schedule Email at 11-13. On April 14, the Army confirmed that this proposed delivery schedule was acceptable. *Id.* at 6-7; COS/MOL at 9-10.

⁷ Moreover, the record shows that since 2023, Red Cat, as a drone supplier, has received at least 17 orders from SOETLSP contract holders--some with delivery dates extending more than a year after the issuance of the delivery order. Intervenor Req. for Dismissal of Supp. Protest at 1, exh. A, Decl. exh. 1 at Column F, G. While Red Cat asserts that these orders were limited in number, it does not meaningfully contest the broader point that Red Cat was aware that orders for drones under the SOETLSP contract had previously extended well-beyond 30 days and did not raise any concerns about the orders being out of scope. See *id.*

We also see no merit to Red Cat's argument that a delivery order "untethered to an active or immediate mission" at this dollar value is one that SOETLSP offerors could not have reasonably anticipated at the time of award. Supp. Protest at 6. As noted above, the SOETLSP contract included a total ordering maximum value of \$33 billion with no specific limitation in the contract's order limitation clause. AR, Tab 1, SOETLSP Contract at 4-5, 20. The contract also indicated that its estimated demand was \$1.3 billion per year, consisting of 27,000 orders and 51,000 contract line items in support of 3,300 individual Department of Defense units, activities, or organizations. *Id.* at 5. The contract further explained that its estimated dollar value was \$13 billion, but noted that a "maximum dollar value of \$33 billion accounts for potential surge and contingency requirements[.]" *Id.*

Red Cat cites the delivery order's relative proximity to the IDIQ contract's \$61 million annual estimate (which was included in the SOETLSP contract for "[informational purposes only],") to argue that the nearly \$53 million delivery order here would not have been anticipated by SOETLSP contract holders. Supp. Protest at 6. Reading the solicitation as a whole, however, we fail to see how a nearly \$53 million order for drone kits would be beyond the anticipation of potential offerors--particularly when the SOETLSP contract did not limit the dollar value for individual orders and included \$20 billion in additional contract capacity beyond the contract's \$13 billion estimate to explicitly account for "potential surge and contingency requirements[.]" AR, Tab 1, SOETLSP Contract at 5.

In sum, we find that the SOETLSP contract adequately advised offerors of the potential for an order of drone kits, in support of a military customer's identified mission needs, valued at approximately \$53 million (*i.e.*, less than 0.2 percent of the awarded maximum dollar value of \$33 billion), to be delivered within a customer-approved timeframe. Red Cat does not articulate any reasonable basis for us to conclude that the delivery order is outside the scope of the SOETLSP contract. Instead, we find that the delivery order is squarely within scope of the SOETLSP contract. This allegation is denied.

Interested Party Status of Protester

The protester also argues that the solicitation improperly specified the Skydio brand name. The protester contends that this amounted to a "sole source" award to Skydio, Inc. "through an intermediary," ADS, in violation of the Competition in Contracting Act of 1984, 10 U.S.C. § 3201(a), and various FAR requirements governing "justification, approval, and publicizing of sole source or brand name determinations." Protest at 2, 16-17. Red Cat further contends that by specifying the Skydio brand name and then issuing the delivery order to ADS, instead of soliciting the requirement for drones via full and open competition, the agency disregarded "core requirements designed to ensure transparency, accountability, and competition in federal procurement." *Id.* at 1, 17.

The agency and intervenor request that our Office dismiss these allegations because the agency issued the delivery order under the SOETLSP IDIQ contract. They argue that because Red Cat does not hold the SOETLSP contract, the protester is not an

interested party to challenge the terms of the RFQ or the agency's issuance of the delivery order to ADS. Req. for Dismissal at 3-4; Intervenor Resp. to Agency Req. for Dismissal at 2-3. We agree with the agency and intervenor and dismiss these allegations.

Under the bid protest provisions of the Competition in Contracting Act (CICA), only an "interested party" may protest a federal procurement. 31 U.S.C. § 3551(2). An interested party is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award a contract--or in this case, delivery order. 4 C.F.R. § 21.0(a)(1). Determining whether a protester is interested involves the consideration of a variety of factors, including the nature of the issues raised, the benefit or relief sought by the protester, and the protester's status in relation to the procurement. *Castellano Cobra UTE MACC LEY 18-1982*, B-420429.5, Oct. 14, 2022, at 5. Where a firm would not be in line for the issuance of a task or delivery order even if its protest were sustained, the firm is not an interested party within the meaning of our Bid Protest Regulations. *CueBid Techs., Inc., d/b/a CueBid BioDefense*, B-423161.7, June 4, 2025, at 5. It is well established that a protester is not an interested party where it does not possess the IDIQ contract under which the protested order will be or has been issued. See, e.g., *Latvian Connection LLC*, B-413442, Aug. 18, 2016, at 5-6.

Here, Red Cat acknowledges it does not hold the SOETLSP contract but maintains it is an interested party to challenge the RFQ's use of the Skydio brand name and the agency's issuance of the delivery order to ADS due to the degree of the government's involvement in requiring this brand name. Protest at 4; Resp. to Req. for Dismissal at 5-7. In this regard, Red Cat contends that by including the Skydio brand name in the RFQ, DLA effectively directed the delivery order recipient to furnish Skydio products, and that Red Cat, as a supplier of drones and competitor to Skydio, is therefore an interested party to challenge that decision. *Id.* In furtherance of this argument, Red Cat cites our Office's decision in *The Panther Brands, LLC*, B-409073, Jan. 17, 2014, contending that the agency's "substantial involvement and control in selecting Skydio for the [delivery order] gives Red Cat standing to challenge that decision." Resp. to Req. for Dismissal at 5.

We find Red Cat's reliance on *The Panther Brands, LLC* to be misplaced. As the agency correctly notes, the question we resolved in *The Panther Brands, LLC* concerned our Office's jurisdiction to hear a protest challenging a second-tier subcontract award--not whether the protester was an interested party to raise such a challenge. Our Office concluded that the government's involvement in the subcontract award process was so pervasive that the government effectively took over the procurement--rendering the subcontract award "by a Federal agency"--and thus satisfying the relevant statutory jurisdictional prerequisite for our Office to hear the

protest.⁸ *The Panther Brands, LLC, supra* at 4-6 (finding GAO jurisdiction to hear protest challenging subcontractor award as “by a Federal agency” when the government “controlled essentially every meaningful aspect of the procurement,” including specifying evaluation criteria and evaluating proposals).

Here, Red Cat fails to persuasively explain how *The Panther Brands, LLC*--which decided a jurisdictional question arising from a subcontract award--weighs in favor of finding Red Cat to be an interested party to challenge the issuance of an order under an IDIQ contract that the protester does not hold. Put simply, our Office has repeatedly found that a firm that does not hold the underlying multiple-award IDIQ contract is not an interested party to challenge a task or delivery order issued under that IDIQ contract because the firm is not eligible to compete for the order and therefore lacks the direct economic interest required by our Bid Protest Regulations. See, e.g., *Latvian Connection LLC, supra*; *Nolij Consulting, LLC*, B-421563, July 3, 2023, at 6-7; *C3.ai*, B-421337; B-421337.2, Feb. 16, 2023, at 4-5; *Inkit Inc.*, B-423724, Sept. 9, 2025, at 4; *G2 Ops, Inc.*, B-423967, Feb. 13, 2026, at 8; *Rice Servs., Inc., supra*, at 6.

Red Cat nevertheless contends it is an interested party to challenge the issuance of the delivery order because it is a drone supplier that has previously provided drone products to multiple SOETLSP contractors. As noted above, however, our Office has repeatedly rejected similar attempts to expand the definition of interested party to include firms claiming direct economic interest despite not holding the underlying IDIQ contract. See, e.g., *C3.ai, supra* (dismissing protest challenging brand-name restriction because the protester did not hold the IDIQ contract and was thus not an interested party); *C3.ai*, B-421337.3--*Recon.*, May 30, 2023, at 4 (reiterating that a product supplier is not an interested party when it does not hold the underlying IDIQ contract); *G2 Ops, Inc., supra* (dismissing protest because only IDIQ contract holders are interested parties to challenge the sufficiency of a sole-source task order). We see no occasion to revisit this well-established principle where, as here, a protester that does not hold the IDIQ contract challenges the RFQ’s inclusion of a brand-name requirement and the agency’s subsequent issuance of a delivery order to an IDIQ contract holder.

At bottom, the protester’s allegations conflate requirements applicable to the award of a new contract with ordering procedures and “fair opportunity” competition requirements applicable to orders issued under a multiple-award IDIQ contract.⁹ The protester’s

⁸ Under CICA, our Office has jurisdiction to resolve bid protests concerning the solicitations and contract awards that are issued “by a Federal agency.” 31 U.S.C. § 3551(1)(A).

⁹ For example, despite acknowledging that the agency issued the delivery order under the SOETLSP IDIQ contract, Red Cat asserts that the agency’s use of a brand-name description and issuance of a “sole source” order to ADS “violated the requirements of FAR [] 6.302-1(c), 6.303-1, 6.304, [and] 6.305[.]” Protest at 16. Red Cat’s arguments, however, fail to account for FAR 6.001(f), which provides that FAR part 6 “applies to all acquisitions except-- [o]rders placed against task order and delivery order contracts

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arguments invite our Office to ignore the fact that the delivery order was issued pursuant to a multiple-award IDIQ contract that Red Cat does not hold. As noted above, we decline to do so--and we therefore dismiss Red Cat's allegations because Red Cat is not an interested party to challenge the terms of the RFQ or the agency's decision to issue the delivery order to ADS.¹⁰

The protest is denied in part and dismissed in part.

Edda Emmanuelli Perez
General Counsel

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entered into pursuant to subpart 16.5." See also FAR 16.505(b)(1)(ii) ("The competition requirements in part 6 and the policies in subpart 15.3 do not apply to the ordering process.").

¹⁰ Throughout its protest filings, Red Cat also argues that either the DLA or the Army should have used the Army's Short Range Reconnaissance (SRR) program to fulfill this drone requirement instead of the SOETLSP contract. See e.g., Protest at 2 ("The Agency has apparently [ordered drones] using a brand-name order that has bypassed the very competitive SRR framework the Army had spent years developing."). In response to an inquiry from our Office about what procurement law or regulation the protester asserts that the agency violated, if any, in selecting the SOETLSP as its procurement vehicle, Red Cat stated that the agency's use of the SOETLSP contract violated CICA "by structuring and executing the procurement in a manner that deliberately avoided full and open competition[.]" Res. to Req. for Dismissal of Supp. Protest at 20-21. The protester also recited the same list of alleged FAR violations as in its initial protest, including FAR 16.505 and FAR parts 5, 6 and 7. *Id.*

We see no basis to find that the agency violated any procurement law or regulation when selecting its chosen IDIQ contract vehicle, where, as explained above, the delivery order is within the scope of the underlying IDIQ contract. We note that our Office has previously considered a similar question in *C3.ai.*, where the protester in that proceeding--which similarly did not hold the underlying IDIQ contract--argued that the agency failed to reasonably select an IDIQ contract as its chosen procurement vehicle. *Id.* at 3-4. In that matter, we dismissed the protest because the protester was not an interested party to raise the challenge, and because the protester did not identify any law or regulation that prevented the agency from using the chosen IDIQ contract to fulfill the agency's needs. *Id.* at 5. We reach the same result here and dismiss the allegations. See *id.*; *C3.ai., Inc.--Recon.*, *supra* at 5 (finding no legal basis for assertions that the agency violated any law or regulation, including FAR 16.505 and FAR parts 7 and 10, when selecting the IDIQ contract at issue).