



Decision

Matter of: Ask Sage, Inc.

File: B-423826

Date: December 18, 2025

Amanda Chaillan for the protester.

Sharon Chen, Esq., and James Van Biber, Esq., General Services Administration, for the agency.

Samantha S. Lee, Esq., and Peter H. Tran, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

DIGEST

Protest challenging agency's actions under Federal Supply Schedule contract is dismissed where issue arises under a modification to the contract and is a matter of contract administration that GAO will not review.

DECISION

Ask Sage, Inc., a small business of Bentonville, Virginia, protests the actions of the General Services Administration (GSA) under contract No. 47QSWA18D008F, a Federal Supply Schedule (FSS) contract with Carahsoft Technology Corp. for information technology products and services. The protester contends that GSA acted improperly by modifying the contract to make OpenAI's ChatGPT Enterprise available to agencies for \$1 for one year.

We dismiss the protest because we do not review matters of contract administration.

BACKGROUND

Ask Sage provides enterprise generative artificial intelligence (AI) solutions. Protest at 1. Carahsoft is a reseller of information technology products and services to include products and solutions from Ask Sage. Req. for Dismissal (RFD) at 2; Contracting Officer's Statement (COS) at 1. Under the FSS contract between GSA and Carahsoft, Carahsoft has offered Ask Sage enterprise solutions since September 2024. COS at 1; RFD, exh. 7, Carahsoft Contract Mod. PS-0806. Carahsoft's FSS contract also offers products and services from more than 300 other companies, including Open AI's ChatGPT Enterprise. COS at 1; RFD, exh. 3, Carahsoft Contract Mod. PS-0710.

On August 6, 2025, GSA issued a notice announcing that the agency had “made available Open AI’s ChatGPT Enterprise to agencies at a deeply discounted rate.” Protest, attach. 1, GSA Announcement at 1. According to the announcement, federal agencies now “will have access for a nominal fee of \$1 to ChatGPT Enterprise for one year.” *Id.* In response, Ask Sage emailed GSA with questions about the announcement, and GSA explained that the announcement related to an offering available under Carahsoft’s FSS contract. Protest, attach. 3, Ask Sage Emails at 5-6.

Ask Sage filed this protest with our Office on August 15.

DISCUSSION

Ask Sage protests the offering set forth in the GSA announcement, asserting primarily that a “\$1 unlimited annual license pricing structure” was inconsistent with commercial practices and risked “an impermissible vendor lock-in scenario” and would otherwise frustrate full and open competition in the future. Protest at 2-3. The protester also argues that the ChatGPT Enterprise solution does not meet security requirements for federal government use. *Id.* at 2.

GSA seeks dismissal of the protest. As the agency explains, GSA added OpenAI’s ChatGPT to Carahsoft’s FSS contract in June 2024. RFD at 2; RFD, exh. 3, Carahsoft Contract Mod. PS-0710. The \$1 for one year offering challenged by Ask Sage was “effectuated via modification” to the contract, revising the price list. RFD at 2; RFD, exh. 4, Carahsoft Contract Mod. PS-1153 at 3. According to the agency, Ask Sage’s protest challenges a modification to an existing contract, and is therefore a matter of contract administration. RFD at 3-4. We agree.

The jurisdiction of our Office is established by the bid protest provisions of the Competition in Contracting Act of 1984 (CICA), 31 U.S.C. §§ 3551-3557. Under CICA and our Bid Protest Regulations, we review protests of alleged violations of procurement statutes and regulations by federal agencies in the award or proposed award of contracts for the procurement of goods and services, and solicitations leading to such awards. 31 U.S.C. §§ 3551, 3552; 4 C.F.R. § 21.1(a). Once a contract is awarded, our Office will generally not review protests of allegedly improper contract modifications because such matters are related to contract administration and therefore not subject to review pursuant to our bid protest function. 4 C.F.R. § 21.5(a); *DOR Biodefense, Inc.; Emergent BioSolutions*, B-296358.3, B-296358.4, Jan. 31, 2006, 2006 CPD ¶ 35 at 6.

In response to the request for dismissal, Ask Sage does not argue that it is challenging the award or proposed award of a contract; to the contrary, the firm concedes that its protest seeks, among other things, to undo the modification to the FSS contract between GSA and Carahsoft. Resp. to RFD at 1; Protest at 4 (requesting “[i]mmediate termination of the portion of [the contract] that covers the \$1 unlimited license arrangement for OpenAI ChatGPT Enterprise services”). Because Ask Sage

challenges the reasonableness of the modification of the FSS contract between GSA and Carahsoft, Ask Sage's protest raises matters of contract administration and therefore is not subject to review pursuant to our bid protest function. 4 C.F.R. § 21.5(a); *DOR Biodefense, supra*.

Conceding that the protest challenges the reasonableness of the contract modification, the protester nonetheless urges that we should construe the protest as a challenge that the modification is a "material" expansion of the scope of Carahsoft's FSS contract. Resp. to RFD at 1-2. Based on this new argument raised in response to the request for dismissal, Ask Sage contends that its challenges concern a matter within our bid protest jurisdiction and its protest allegations should be considered. *Id.* at 3-4.

As we have explained, an exception to the general rule that our Office will not review contract modifications arises where a protester alleges that a contract modification changes the work from the scope of the original contract. *Chase Supply, Inc.*, B-411528.2, B-411529.2, Dec. 7, 2015, 2015 CPD ¶ 384 at 4; *MCI Telecomms. Corp.*, B-276659.2, Sept. 29, 1997, 97-2 CPD ¶ 90 at 7. In this circumstance, we would review such a matter because the work covered by the modification would otherwise be subject to the statutory requirements for competition absent a valid determination that the work is appropriate for procurement on a sole-source basis. *Chase Supply, Inc., supra*. Despite the protester's appeal to the application of this exception, however, we need not address Ask Sage's allegations regarding the modification of Carahsoft's contract, because the protester is not an interested party to challenge this matter.

Only an interested party may file a protest with our Office, *i.e.*, an actual or prospective bidder or offeror whose direct economic interest would be affected by the award of a contract or the failure to award a contract. 4 C.F.R. § 21.0(a)(1). A prospective subcontractor or supplier lacks a direct interest in the award of a contract and is therefore not an interested party to file a protest concerning the terms of a solicitation for a contract. *Team Wendy, LLC*, B-417700.2, Oct. 16, 2019, 2019 CPD ¶ 361 at 7. For these same reasons, we have found that a supplier or subcontractor for a contract is generally not an interested party to file a protest arguing that modification of the contract is outside the scope of the contract.¹ *Id.*

¹ The protester contends it is an interested party because "Ask Sage's products are listed under the same Carahsoft [FSS] contract through which the protested OpenAI . . . offerings are sold," which places "Ask Sage in the same competitive channel as the protested vendors." Resp. to RFD at 2. In other words, Ask Sage argues that it competes with OpenAI as a subcontractor or supplier to Carahsoft. While the protester has identified an interest in the potential adverse impacts of the modification on its sales as a supplier to Carahsoft, the economic interests of a supplier or subcontractor are not the type of direct economic interests that confer interested party status on a protester. *Team Wendy, LLC, supra*.

To challenge the scope of a contract modification, a protester must demonstrate its direct economic interest with respect to its status as an actual or prospective offeror. *Id.* Here, Ask Sage is a subcontractor or supplier to Carahsoft, not an actual or prospective offeror for the FSS contract between GSA and Carahsoft that has been modified. Protest at 1. As a result, Ask Sage is not an interested party to challenge the modification to the terms of the FSS contract under which OpenAI's ChatGPT Enterprise is made available to federal agencies as being beyond the scope of the original awarded contract. *Team Wendy, LLC, supra.*

In sum, Ask Sage's protest, challenging the modification of the FSS contract between GSA and Carahsoft, is a matter of contract administration and therefore not subject to review pursuant to our bid protest function. 4 C.F.R. § 21.5(a); *DOR Biodefense, supra.* Moreover, the protester, as a supplier or subcontractor, is not an interested party to invoke the exception under which our Office will review the protest of a contract modification. *Team Wendy, LLC, supra.*

The protest is dismissed.

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General Counsel