Ramish and Colson in Law360: 1st AI Acquisition Regulation Raises Contractor Concerns

By Daniel Ramish, Randall E. Colson | March 30, 2026

RELATED PRACTICES AI and Deep Learning, Technology Transactions, Government Contracts, Intellectual Property

Haynes Boone Partners **Dan Ramish** and **Randy Colson** authored an article for *Law360* examining the first acquisition regulation clause specifically addressing AI systems.

Read an excerpt below.

In a significant procurement milestone, on March 6, the U.S. General Services Administration issued General Services Administration Acquisition Regulation 552.239-7001 on safeguarding artificial intelligence systems. It is the first acquisition regulation clause specifically addressing AI systems.

The clause was introduced through the GSA's latest multiple award schedule update, Refresh 31. Following industry pushback, the GSA extended the comment period through April 3, and announced that it would not include the clause in Refresh 31 but instead would consider it for Refresh 32.

Notwithstanding the extension, the clause raises immediate concerns for contractors holding GSA schedule contracts, as well as those performing other GSA contracts involving AI. More broadly, it underscores the complex legal and practical issues that both government and industry will need to address as AI becomes more widely deployed in federal contracting.

Which contracts does the clause cover?

The prescription in Regulation 552.239-7001 would insert the clause in "solicitations and contracts for Artificial Intelligence capabilities." Based on the language of the clause, it is intended to apply not only to contracts that involve AI systems as a deliverable, but also to contracts that involve the use of AI in contract performance.

The clause would also affect lower-tier agreements. Although it is not structured as a traditional flowdown to AI vendors, it makes the contractor responsible for service provider compliance. "Service providers" are defined as entities that "directly or indirectly provide, operate, or license AI systems," whether or not they qualify as subcontractors.

As a practical matter, contractors would need to renegotiate their agreements with these providers, because existing commercial agreements would not satisfy the clause's detailed, government-unique requirements.

To read the full article from *Law360*, click **here**.

© 2026 Haynes and Boone, LLP