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H. R. 9330

To improve the visibility, accountability, and oversight of agency software
asset management practices, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

NOVEMBER 17, 2022

Mr. CARTWRIGHT (for himself, Mr. CASE, Mr. CONNOLLY, Mr. DANNY K. DAVIS of Illinois, Mr. FITZPATRICK, Ms. JACKSON LEE, Mrs. LAWRENCE, Mr. LEVIN of California, Mr. LIEU, Ms. NORTON, Ms. PORTER, Mr. GROTHMAN, Mr. RASKIN, Mr. MEUSER, Mr. GUEST, Mr. FALLON, Mr. GIBBS, and Mr. CLINE) introduced the following bill; which was referred to the Committee on Oversight and Reform

A BILL

To improve the visibility, accountability, and oversight of
agency software asset management practices, and for
other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Strengthening Agency
5 Management and Oversight of Software Assets Act”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act:

1 (1) ADMINISTRATOR.—The term “Adminis-
2 trator” means the Administrator of General Serv-
3 ices.

4 (2) AGENCY.—The term “agency” has the
5 meaning given the term “establishment” in section
6 12 of the Inspector General Act of 1978 (5 U.S.C.
7 App.).

8 (3) CLOUD COMPUTING.—The term “cloud
9 computing” has the meaning given the term in Spe-
10 cial Publication 800–145 of the National Institute of
11 Standards and Technology, or any successor docu-
12 ment.

13 (4) CLOUD SERVICE PROVIDER.—The term
14 “cloud service provider” means an entity offering
15 cloud computing products or services to agencies.

16 (5) COMPREHENSIVE ASSESSMENT.—The term
17 “comprehensive assessment” means a comprehensive
18 assessment conducted pursuant to section 3(a).

19 (6) DIRECTOR.—The term “Director” means
20 the Director of the Office of Management and Budg-
21 et.

22 (7) PLAN.—The term “plan” means the plan
23 developed by a Chief Information Officer, or equiva-
24 lent official, pursuant to section 4(a).

1 (8) SOFTWARE ENTITLEMENT.—The term
2 “software entitlement” means any software that—

3 (A) has been purchased, leased, or licensed
4 by or billed to an agency under any contract or
5 other business arrangement; and

6 (B) is subject to use limitations.

7 (9) SOFTWARE INVENTORY.—The term “soft-
8 ware inventory” means the software inventory of an
9 agency required pursuant to—

10 (A) section 2(b)(2)(A) of the Making Elec-
11 tronic Government Accountable By Yielding
12 Tangible Efficiencies Act of 2016 (40 U.S.C.
13 11302 note; Public Law 114–210); or

14 (B) subsequent guidance issued by the Di-
15 rector of the Office of Management and Budget
16 pursuant to that Act.

17 **SEC. 3. SOFTWARE ENTITLEMENT AND INVENTORY INTEG-**
18 **RITY.**

19 (a) IN GENERAL.—As soon as practicable, and not
20 later than 1 year after the date of enactment of this Act,
21 the Chief Information Officer of each agency, in consulta-
22 tion with the Chief Financial Officer, the Chief Procure-
23 ment Officer, and General Counsel of the agency, or the
24 equivalent officials of the agency, shall complete a com-

1 prehensive assessment of the software entitlements and
2 software inventories of the agency, which shall include—

3 (1) the current software inventory of the agen-
4 cy, including software entitlements, contracts and
5 other agreements or arrangements of the agency,
6 and a list of the largest software entitlements of the
7 agency separated by vendor and category of soft-
8 ware;

9 (2) a comprehensive, detailed accounting of—

10 (A) any software deployed for the agency
11 as of the date of the comprehensive assessment,
12 including, to the extent identifiable, the con-
13 tracts and other agreements or arrangements
14 that the agency uses to acquire, deploy, or use
15 such software;

16 (B) information and data on software enti-
17 tlements, which shall include information on
18 any additional fees or costs for the use of cloud
19 services that is not included in the initial costs
20 of the contract, agreement, or arrangement—

21 (i) for which the agency pays;

22 (ii) that are not deployed or in use by
23 the agency; and

24 (iii) that are billed to the agency
25 under any contract or business arrange-

1 ment that creates redundancy in the de-
2 ployment or use by the agency; and

3 (C) the extent—

4 (i) to which any software paid for, in
5 use, or deployed throughout the agency is
6 interoperable; and

7 (ii) of the efforts of the agency to im-
8 prove interoperability of software assets
9 throughout the agency enterprise;

10 (3) a categorization of software licenses of the
11 agency by cost, volume, and type of software;

12 (4) a list of any provisions in the software li-
13 censes of the agency that may restrict how the soft-
14 ware can be deployed, accessed, or used, including
15 any such restrictions on desktop or server hardware
16 or through a cloud service provider; and

17 (5) an analysis addressing—

18 (A) the accuracy and completeness of the
19 software inventory and software entitlements of
20 the agency before and after the comprehensive
21 assessment;

22 (B) management by the agency of and
23 compliance by the agency with all contracts or
24 other agreements or arrangements that include

1 or implicate software licensing or software man-
2 agement within the agency;

3 (C) the extent to which the agency accu-
4 rately captures the total cost of enterprise li-
5 censes agreements and related costs, including
6 the total cost of upgrades over the life of a con-
7 tract, cloud usage cost per user, and any other
8 cost associated with the maintenance or serv-
9 icing of contracts; and

10 (D) compliance with software license man-
11 agement policies of the agency.

12 (b) CONTRACT SUPPORT.—

13 (1) AUTHORITY.—The head of an agency may
14 enter into 1 or more contracts to support the re-
15 quirements of subsection (a).

16 (2) NO CONFLICT OF INTEREST.—Contracts
17 under paragraph (1) shall not include contractors
18 with organization conflicts of interest.

19 (3) OPERATIONAL INDEPENDENCE.—Over the
20 course of a comprehensive assessment, contractors
21 hired pursuant to paragraph (1) shall maintain oper-
22 ational independence from the integration, manage-
23 ment, and operations of the software inventory and
24 software entitlements of the agency.

1 (c) SUBMISSION.—On the date on which the Chief In-
2 formation Officer, Chief Financial Officer, Chief Procure-
3 ment Officer, and General Counsel of an agency, or the
4 equivalent officials of the agency, complete the comprehen-
5 sive assessment, and not later than 1 year after the date
6 of enactment of this Act, the Chief Information Officer
7 shall submit the comprehensive assessment to—

8 (1) the head of the agency;

9 (2) the Director;

10 (3) the Administrator;

11 (4) the Comptroller General of the United
12 States;

13 (5) the Committee on Homeland Security and
14 Governmental Affairs of the Senate; and

15 (6) the Committee on Oversight and Reform of
16 the House of Representatives.

17 (d) CONSULTATION.—In order to ensure the utility
18 and standardization of the comprehensive assessment of
19 each agency, including to support the development of each
20 plan and the governmentwide strategy described in section
21 5, the Director, in consultation with the Administrator,
22 may share information, best practices, and recommenda-
23 tions relating to the activities performed in the course of
24 a comprehensive assessment of an agency.

1 **SEC. 4. ENTERPRISE LICENSING POSITIONING AT AGEN-**
2 **CIES.**

3 (a) IN GENERAL.—The Chief Information Officer of
4 each agency, in consultation with the Chief Financial Offi-
5 cer and the Chief Procurement Officer of the agency, or
6 the equivalent officials of the agency, shall use the infor-
7 mation developed pursuant to the comprehensive assess-
8 ment of the agency under section 3(a) to develop a plan
9 for the agency—

10 (1) to consolidate software licenses of the agen-
11 cy; and

12 (2) to the greatest extent practicable, in order
13 to improve the performance of, or reduce unneces-
14 sary costs to, the agency, to adopt enterprise license
15 agreements across the agency, by type or category of
16 software.

17 (b) PLAN REQUIREMENTS.—The plan of an agency
18 shall—

19 (1) include a detailed strategy for—

20 (A) the remediation of any software asset
21 management deficiencies found during the com-
22 prehensive assessment of the agency;

23 (B) the ongoing maintenance of software
24 asset management upon the completion of the
25 remediation; and

1 (C) maximizing the effectiveness of soft-
2 ware deployed by the agency, including, to the
3 extent practicable, leveraging technologies
4 that—

5 (i) provide in-depth analysis of user
6 behaviors and collect user feedback;

7 (ii) measure actual software usage via
8 analytics that can identify inefficiencies to
9 assist in rationalizing software spending;

10 (iii) allow for segmentation of the user
11 base;

12 (iv) support effective governance and
13 compliance in the use of software; and

14 (v) support interoperable capabilities
15 between software;

16 (2) identify not fewer than 5 categories of soft-
17 ware the agency will prioritize for conversion to en-
18 terprise licenses as the software entitlements, con-
19 tracts, and other agreements or arrangements for
20 those categories come up for renewal or renegoti-
21 ation;

22 (3) provide an estimate of the costs to move to
23 enterprise, open-source, or other licenses that do not
24 restrict the use of software by the agency, and any

1 projected cost savings or efficiency measures
2 throughout the total software lifecycle;

3 (4) identify potential mitigations to minimize
4 software license restrictions on how such software
5 can be deployed, accessed, or used, including any
6 mitigations that would minimize any such restric-
7 tions on desktop or server hardware or through a
8 cloud service provider;

9 (5) include any estimates for additional re-
10 sources, services, or support the agency may need to
11 execute the enterprise licensing position plan;

12 (6) provide information on the prevalence of
13 software products in use across multiple software
14 categories; and

15 (7) include any additional information, data, or
16 analysis determined necessary by the Chief Informa-
17 tion Officer, or other equivalent official, of the agen-
18 cy.

19 (c) SUPPORT.—The Chief Information Officer, or
20 other equivalent official, of an agency may request support
21 from the Director and the Administrator for any analysis
22 or developmental needs to create the plan of the agency.

23 (d) SUBMISSION.—Not later than 120 days after the
24 date on which the Chief Information Officer, or other
25 equivalent official, of an agency submits the comprehen-

1 sive assessment pursuant to section 3(c), the head of the
2 agency shall submit to the Director, the Committee on
3 Homeland Security and Governmental Affairs of the Sen-
4 ate, and the Committee on Oversight and Reform of the
5 House of Representatives the plan of the agency.

6 **SEC. 5. GOVERNMENTWIDE STRATEGY.**

7 (a) IN GENERAL.—Not later than 2 years after the
8 date of enactment of this Act, the Director, in consultation
9 with the Administrator and the Federal Chief Information
10 Officers Council, shall submit to the Committee on Home-
11 land Security and Governmental Affairs of the Senate and
12 the Committee on Oversight and Reform of the House of
13 Representatives a strategy that includes—

14 (1) proposals to support the adoption of govern-
15 mentwide enterprise licenses on the most widely used
16 and most costly software entitlements identified
17 through the comprehensive assessment and plans,
18 including, where appropriate, a cost-benefit analysis;

19 (2) opportunities to leverage Government pro-
20 curement policies and practices to increase inter-
21 operability of software entitlements acquired and de-
22 ployed to reduce costs and improve performance;

23 (3) the incorporation of data on spending by
24 agencies on, the performance of, and management
25 by agencies of software entitlements as part of the

1 information required under section 11302(c)(3)(B)
2 of title 40, United States Code;

3 (4) where applicable, directions to agencies to
4 examine options and relevant criteria for
5 transitioning to open-source software; and

6 (5) any other information or data collected or
7 analyzed by the Director.

8 (b) BUDGET SUBMISSION.—

9 (1) FIRST BUDGET.—With respect to the first
10 budget of the President submitted under section
11 1105(a) of title 31, United States Code, on or after
12 the date that is 2 years after the date of enactment
13 of this Act, the Director shall ensure that the strat-
14 egy required under subsection (a) of this section and
15 the plan of each agency are included in the budget
16 justification materials of each agency submitted in
17 conjunction with that budget.

18 (2) SUBSEQUENT 5 BUDGETS.—With respect to
19 the first 5 budgets of the President submitted under
20 section 1105(a) of title 31, United States Code,
21 after the budget described in paragraph (1), the Di-
22 rector shall—

23 (A) designate performance metrics for
24 agencies for common software licensing, man-
25 agement, and cost criteria; and

1 (B) ensure that the progress of each agen-
2 cy toward the performance metrics is included
3 in the budget justification materials of the
4 agency submitted in conjunction with that
5 budget.

6 **SEC. 6. GAO REPORT.**

7 Not later than 3 years after the date of enactment
8 of this Act, the Comptroller General of the United States
9 shall submit to the Committee on Homeland Security and
10 Governmental Affairs of the Senate and the Committee
11 on Oversight and Reform of the House of Representatives
12 a report on governmentwide trends, comparisons among
13 agencies, and other analyses of plans and the strategy re-
14 quired under section 5(a) by the Comptroller General of
15 the United States.

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