

**AMENDMENT TO RULES COMMITTEE PRINT 118-**

**36**

**OFFERED BY MS. MACE OF SOUTH CAROLINA**

Add the following at the end of title XVII:

1 **SEC. 17 \_\_\_\_ . STRENGTHENING AGENCY MANAGEMENT AND**  
2 **OVERSIGHT OF SOFTWARE ASSETS.**

3 (a) SOFTWARE INVENTORY UPDATE AND EXPAN-  
4 SION.—

5 (1) IN GENERAL.—As soon as practicable, and  
6 not later than 18 months after the date of enact-  
7 ment of this section, the Chief Information Officer  
8 of each agency, in consultation with the Chief Fi-  
9 nancial Officer, the Chief Acquisition Officer, the  
10 Chief Data Officer, and General Counsel of the  
11 agency, or the equivalent officials of the agency,  
12 shall complete a comprehensive assessment of the  
13 software paid for by, in use at, or deployed through-  
14 out the agency, which shall include—

15 (A) the current software inventory of the  
16 agency, including software entitlements, con-  
17 tracts and other agreements or arrangements of  
18 the agency, and a list of the largest software

1 entitlements of the agency separated by pro-  
2 vider and category of software;

3 (B) a comprehensive, detailed accounting  
4 of—

5 (i) any software used by or deployed  
6 within the agency, including software de-  
7 veloped or built by the agency, or by an-  
8 other agency for use by the agency, includ-  
9 ing shared services, as of the date of the  
10 comprehensive assessment, including, to  
11 the extent identifiable, the contracts and  
12 other agreements or arrangements used by  
13 the agency to acquire, build, deploy, or use  
14 such software;

15 (ii) information and data on software  
16 entitlements, which shall include informa-  
17 tion on any additional fees or costs, includ-  
18 ing fees or costs for the use of cloud serv-  
19 ices, that are not included in the initial  
20 costs of the contract, agreement, or ar-  
21 rangement—

22 (I) for which the agency pays;

23 (II) that are not deployed or in  
24 use by the agency; and

1 (III) that are billed to the agency  
2 under any contract or business ar-  
3 rangement that creates duplication, or  
4 are otherwise determined to be unnec-  
5 essary by the Chief Information Offi-  
6 cer of the agency, or the equivalent  
7 official, in the deployment or use by  
8 the agency; and

9 (iii) the extent—

10 (I) to which any software paid  
11 for, in use, or deployed throughout  
12 the agency is interoperable; and

13 (II) of the efforts of the agency  
14 to improve interoperability of software  
15 assets throughout the agency enter-  
16 prise;

17 (C) a categorization of software entitle-  
18 ments of the agency by cost, volume, and type  
19 of software;

20 (D) a list of any provisions in the software  
21 entitlements of the agency that may restrict  
22 how the software can be deployed, accessed, or  
23 used, including any such restrictions on desktop  
24 or server hardware, through a cloud service pro-  
25 vider, or on data ownership or access; and

1 (E) an analysis addressing—

2 (i) the accuracy and completeness of  
3 the comprehensive assessment;

4 (ii) agency management of and com-  
5 pliance with all contracts or other agree-  
6 ments or arrangements that include or ref-  
7 erence software entitlements or software  
8 management within the agency;

9 (iii) the extent to which the agency  
10 accurately captures the total cost of soft-  
11 ware entitlements and related costs, includ-  
12 ing the total cost of upgrades over the life  
13 of a contract, cloud usage costs, and any  
14 other cost associated with the maintenance  
15 or servicing of contracts; and

16 (iv) compliance with software license  
17 management policies of the agency.

18 (2) CONTRACT SUPPORT.—

19 (A) AUTHORITY.—The head of an agency  
20 may enter into 1 or more contracts to support  
21 the requirements of paragraph (1).

22 (B) NO CONFLICT OF INTEREST.—Con-  
23 tracts under subparagraph (A) shall not include  
24 contractors with organizational conflicts of in-  
25 terest, within the meaning given that term

1 under subpart 9.5 of the Federal Acquisition  
2 Regulation.

3 (C) OPERATIONAL INDEPENDENCE.—Over  
4 the course of a comprehensive assessment, con-  
5 tractors hired pursuant to subparagraph (A)  
6 shall maintain operational independence from  
7 the integration, management, and operations of  
8 the software inventory and software entitle-  
9 ments of the agency.

10 (3) SUBMISSION.—On the date on which the  
11 Chief Information Officer, Chief Financial Officer,  
12 Chief Acquisition Officer, the Chief Data Officer,  
13 and General Counsel of an agency, or the equivalent  
14 officials of the agency, complete the comprehensive  
15 assessment, the Chief Information Officer shall sub-  
16 mit the comprehensive assessment to the head of the  
17 agency.

18 (4) SUBSEQUENT SUBMISSION.—Not later than  
19 30 days after the date on which the head of an  
20 agency receives the comprehensive assessment under  
21 paragraph (3), the head of the agency shall submit  
22 the comprehensive assessment to—

23 (A) the Director;

24 (B) the Administrator;

1 (C) the Comptroller General of the United  
2 States;

3 (D) the Committee on Homeland Security  
4 and Governmental Affairs of the Senate; and

5 (E) the Committee on Oversight and Ac-  
6 countability of the House of Representatives.

7 (5) CONSULTATION.—In order to ensure the  
8 utility and standardization of the comprehensive as-  
9 sessment of each agency, including to support the  
10 development of each plan and the report required  
11 under subsection (b)(5)(B), the Director, in con-  
12 sultation with the Administrator, shall share infor-  
13 mation, best practices, and recommendations relat-  
14 ing to the activities performed in the course of a  
15 comprehensive assessment of an agency.

16 (6) INTELLIGENCE COMMUNITY.—For each ele-  
17 ment of the intelligence community, a comprehensive  
18 assessment under paragraph (1) shall be—

19 (A) conducted separately;

20 (B) performed only by an entity designated  
21 by the head of the element of the intelligence  
22 community, in accordance with appropriate ap-  
23 plicable laws;

24 (C) performed in such a manner as to en-  
25 sure appropriate protection of information

1           which, if disclosed, may adversely affect na-  
2           tional security; and

3                   (D) submitted in summary form, not later  
4           than 30 days after the date on which the head  
5           of the element of the intelligence community re-  
6           ceives the assessment, by the head of the ele-  
7           ment of the intelligence community to—

8                           (i) the Director;

9                           (ii) the Select Committee on Intel-  
10           ligence of the Senate; and

11                          (iii) the Permanent Select Committee  
12           on Intelligence of the House of Represent-  
13           atives.

14           (b) SOFTWARE MODERNIZATION PLANNING AT  
15           AGENCIES.—

16                   (1) IN GENERAL.—The Chief Information Offi-  
17           cer of each agency, in consultation with the Chief  
18           Financial Officer, the Chief Acquisition Officer, the  
19           Chief Data Officer, and the General Counsel of the  
20           agency, or the equivalent officials of the agency,  
21           shall use the information developed pursuant to the  
22           comprehensive assessment of the agency to develop  
23           a plan for the agency—

24                          (A) to consolidate software entitlements of  
25           the agency;

1 (B) to ensure that, in order to improve the  
2 performance of, and reduce unnecessary costs  
3 to, the agency, the Chief Information Officer,  
4 Chief Data Officer, and Chief Acquisition Offi-  
5 cer of the agency, or the equivalent officers, de-  
6 velop criteria and procedures for how the agen-  
7 cy will adopt cost-effective acquisition strate-  
8 gies, including enterprise licensing, across the  
9 agency that reduce costs, eliminate excess li-  
10 censes, and improve performance; and

11 (C) to restrict the ability of a bureau, pro-  
12 gram, component, or operational entity within  
13 the agency to acquire, use, develop, or otherwise  
14 leverage any software entitlement (or portion  
15 thereof) without the approval of the Chief In-  
16 formation Officer of the agency, in consultation  
17 with the Chief Acquisition Officer of the agen-  
18 cy, or the equivalent officers of the agency.

19 (2) PLAN REQUIREMENTS.—The plan of an  
20 agency shall—

21 (A) include a detailed strategy for—

22 (i) the remediation of any software  
23 asset management deficiencies found dur-  
24 ing the comprehensive assessment of the  
25 agency;



1 (ii) the ongoing maintenance of soft-  
2 ware asset management upon the comple-  
3 tion of the remediation;

4 (iii) automation of software license  
5 management processes and incorporation  
6 of discovery tools across the agency;

7 (iv) ensuring that officers and employ-  
8 ees of the agency are adequately trained in  
9 the policies, procedures, rules, regulations,  
10 and guidance relating to the software ac-  
11 quisition and development of the agency  
12 before entering into any agreement relat-  
13 ing to any software entitlement (or portion  
14 thereof) for the agency, including training  
15 on—

16 (I) negotiating options within  
17 contracts to address and minimize  
18 provisions that restrict how the agen-  
19 cy may deploy, access, or use the soft-  
20 ware, including restrictions on deploy-  
21 ment, access, or use on desktop or  
22 server hardware and restrictions on  
23 data ownership or access;

24 (II) the differences between ac-  
25 quiring commercial software products

1 and services and acquiring or building  
2 custom software; and

3 (III) determining the costs of dif-  
4 ferent types of licenses and options  
5 for adjusting licenses to meet increas-  
6 ing or decreasing demand; and

7 (v) maximizing the effectiveness of  
8 software deployed by the agency, including,  
9 to the extent practicable, leveraging tech-  
10 nologies that—

11 (I) measure actual software  
12 usage via analytics that can identify  
13 inefficiencies to assist in rationalizing  
14 software spending;

15 (II) allow for segmentation of the  
16 user base;

17 (III) support effective governance  
18 and compliance in the use of software;  
19 and

20 (IV) support interoperable capa-  
21 bilities between software;

22 (B) identify categories of software the  
23 agency could prioritize for conversion to more  
24 cost-effective software licenses, including enter-  
25 prise licenses, as the software entitlements, con-

1 tracts, and other agreements or arrangements  
2 come up for renewal or renegotiation;

3 (C) provide an estimate of the costs to  
4 move toward more enterprise, open-source, or  
5 other licenses that do not restrict the use of  
6 software by the agency, and the projected cost  
7 savings, efficiency measures, and improvements  
8 to agency performance throughout the total  
9 software lifecycle;

10 (D) identify potential mitigations to mini-  
11 mize software license restrictions on how such  
12 software can be deployed, accessed, or used, in-  
13 cluding any mitigations that would minimize  
14 any such restrictions on desktop or server hard-  
15 ware, through a cloud service provider, or on  
16 data ownership or access;

17 (E) ensure that the purchase by the agen-  
18 cy of any software is based on publicly available  
19 criteria that are not unduly structured to favor  
20 any specific vendor, unless prohibited by law  
21 (including regulation);

22 (F) include any estimates for additional re-  
23 sources, services, or support the agency may  
24 need to implement the plan;

1 (G) provide information on the prevalence  
2 of software products in use across multiple soft-  
3 ware categories; and

4 (H) include any additional information,  
5 data, or analysis determined necessary by the  
6 Chief Information Officer, or other equivalent  
7 official, of the agency.

8 (3) SUPPORT.—The Chief Information Officer,  
9 or other equivalent official, of an agency may re-  
10 quest support from the Director and the Adminis-  
11 trator for any analysis or developmental needs to  
12 create the plan of the agency.

13 (4) AGENCY SUBMISSION.—

14 (A) IN GENERAL.—Not later than 1 year  
15 after the date on which the head of an agency  
16 submits the comprehensive assessment pursuant  
17 to subsection (a)(4), the head of the agency  
18 shall submit to the Director, the Committee on  
19 Homeland Security and Governmental Affairs  
20 of the Senate, and the Committee on Oversight  
21 and Accountability of the House of Representa-  
22 tives the plan of the agency.

23 (B) INTELLIGENCE COMMUNITY.—Not  
24 later than 1 year after the date on which the  
25 head of an element of the intelligence commu-

1           nity submits the summary assessment pursuant  
2           to subsection (a)(6)(D), the head of the element  
3           shall separately submit the plan of the element  
4           to the Director, the Select Committee on Intel-  
5           ligence of the Senate, and the Permanent Select  
6           Committee on Intelligence of the House of Rep-  
7           resentatives.

8           (5) CONSULTATION AND COORDINATION.—The  
9           Director—

10                   (A) in coordination with the Administrator,  
11                   the Chief Information Officers Council, the  
12                   Chief Acquisition Officers Council, the Chief  
13                   Data Officers Council, the Chief Financial Offi-  
14                   cers Council, and other government and indus-  
15                   try representatives identified by the Director,  
16                   shall establish processes, using existing report-  
17                   ing functions, as appropriate, to identify, de-  
18                   fine, and harmonize common definitions, terms  
19                   and conditions, standardized requirements, and  
20                   other information and criteria to support agen-  
21                   cy heads in developing and implementing the  
22                   plans required by this section; and

23                   (B) in coordination with the Adminis-  
24                   trator, and not later than 2 years after the date  
25                   of enactment of this section, submit to the

1           Committee on Homeland Security and Govern-  
2           mental Affairs of the Senate and the Committee  
3           on Oversight and Accountability of the House  
4           of Representatives a report detailing rec-  
5           ommendations to leverage Government procure-  
6           ment policies and practices with respect to soft-  
7           ware acquired by, developed by, deployed with-  
8           in, or in use at 1 or more agencies to—

9                   (i) increase the interoperability of  
10                   software licenses, including software enti-  
11                   tlements and software built by Government  
12                   agencies;

13                   (ii) consolidate licenses, as appro-  
14                   priate;

15                   (iii) reduce costs;

16                   (iv) improve performance; and

17                   (v) modernize the management and  
18                   oversight of software entitlements and soft-  
19                   ware built by Government agencies, as  
20                   identified through an analysis of agency  
21                   plans.

22           (c) GAO REPORT.—Not later than 3 years after the  
23           date of enactment of this section, the Comptroller General  
24           of the United States shall submit to the Committee on  
25           Homeland Security and Governmental Affairs of the Sen-

1 ate and the Committee on Oversight and Accountability  
2 of the House of Representatives a report on—

3 (1) Government-wide trends in agency software  
4 asset management practices;

5 (2) comparisons of software asset management  
6 practices among agencies;

7 (3) the establishment by the Director of proc-  
8 esses to identify, define, and harmonize common  
9 definitions, terms, and conditions under subsection  
10 (b)(5);

11 (4) agency compliance with the restrictions on  
12 contract support under subsection (a)(2); and

13 (5) other analyses of and findings regarding the  
14 plans of agencies, as determined by the Comptroller  
15 General of the United States.

16 (d) NO ADDITIONAL FUNDS.—No additional funds  
17 are authorized to be appropriated for the purpose of car-  
18 rying out this section.

19 (e) DEFINITIONS.—In this section:

20 (1) The term “Administrator” means the Ad-  
21 ministrator of General Services.

22 (2) The term “agency” has the meaning given  
23 that term in section 3502 of title 44, United States  
24 Code, except that such term does not include an ele-  
25 ment of the intelligence community.

1           (3) The term “cloud computing” has the mean-  
2           ing given the term in Special Publication 800–145  
3           of the National Institute of Standards and Tech-  
4           nology, or any successor document.

5           (4) The term “cloud service provider” has the  
6           meaning given the term in section 3607(b) of title  
7           44, United States Code.

8           (5) The term “comprehensive assessment”  
9           means a comprehensive assessment conducted pursu-  
10          ant to subsection (a)(1).

11          (6) The term “Director” means the Director of  
12          the Office of Management and Budget.

13          (7) The term “intelligence community” has the  
14          meaning given the term in section 3 of the National  
15          Security Act of 1947 (50 U.S.C. 3003).

16          (8) The term “plan” means the plan developed  
17          by a Chief Information Officer, or equivalent official,  
18          pursuant to section (b)(1).

19          (9) The term “software entitlement” means any  
20          software that—

21                 (A) has been purchased, leased, or licensed  
22                 by or billed to an agency under any contract or  
23                 other business arrangement; and

24                 (B) is subject to use limitations.