

119TH CONGRESS
1ST SESSION

S. 1956

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

IN THE SENATE OF THE UNITED STATES

JUNE 4, 2025

Mr. PETERS (for himself, Mr. CASSIDY, Ms. ERNST, Mr. TILLIS, Mr. LANKFORD, and Mr. WYDEN) introduced the following bill; which was read twice and referred to the Committee on Homeland Security and Governmental Affairs

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 that term in section 3502 of title 44,
6 United States Code.

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

12 (4) CLOUD SERVICE PROVIDER.—The term
13 “cloud service provider” has the meaning given the
14 term in section 3607(b) of title 44, United States
15 Code.

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 pursuant to that Act.

16 **SEC. 3. SOFTWARE INVENTORY UPDATE AND EXPANSION.**

17 (a) IN GENERAL.—As soon as practicable, and not
18 later than 18 months after the date of enactment of this
19 Act, the Chief Information Officer of each agency, in con-
20 sultation with the Chief Financial Officer, the Chief Ac-
21 quisition Officer, the Chief Data Officer, and General
22 Counsel of the agency, or the equivalent officials of the
23 agency, shall complete a comprehensive assessment of the
24 software paid for by, in use at, or deployed throughout
25 the agency, which shall include—

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

7 (2) a comprehensive, detailed accounting of—

8 (A) any software used by or deployed with-
9 in the agency, including software developed or
10 built by the agency, or by another agency for
11 use by the agency, including shared services, as
12 of the date of the comprehensive assessment,
13 including, to the extent identifiable, the con-
14 tracts and other agreements or arrangements
15 used by the agency to acquire, build, deploy, or
16 use such software;

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

23 (i) for which the agency pays;

24 (ii) that are not deployed or in use by
25 the agency; and

1 (iii) that are billed to the agency
2 under any contract or business arrange-
3 ment that creates duplication, or are other-
4 wise determined to be unnecessary by the
5 Chief Information Officer of the agency, or
6 the equivalent official, in the deployment
7 or use by the agency; and

8 (C) the extent—

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

12 (ii) of the efforts of the agency to im-
13 prove interoperability of software assets
14 throughout the agency enterprise;

15 (3) a categorization of software entitlements of
16 the agency by cost, volume, and type of software;

17 (4) a list of any provisions in the software enti-
18 tlements of the agency that may restrict how the
19 software can be deployed, accessed, or used, includ-
20 ing any such restrictions on desktop or server hard-
21 ware, through a cloud service provider, or on data
22 ownership or access; and

23 (5) an analysis addressing—

24 (A) the accuracy and completeness of the
25 comprehensive assessment;

(B) agency management of and compliance with all contracts or other agreements or arrangements that include or reference software entitlements or software management within the agency;

(C) the extent to which the agency accurately captures the total cost of software entitlements and related costs, including the total cost of upgrades over the life of a contract, cloud usage costs, and any other cost associated with the maintenance or servicing of contracts; and

(D) compliance with software license management policies of the agency.

(b) CONTRACT SUPPORT.—

(1) AUTHORITY.—The head of an agency may enter into 1 or more contracts to support the requirements of subsection (a).

(2) NO CONFLICT OF INTEREST.—Contracts under paragraph (1) shall not include contractors with organizational conflicts of interest, within the meaning given that term under subpart 9.5 of the Federal Acquisition Regulation.

(3) OPERATIONAL INDEPENDENCE.—Over the course of a comprehensive assessment, contractors

1 hired pursuant to paragraph (1) shall maintain oper-
2 ational independence from the integration, manage-
3 ment, and operations of the software inventory and
4 software entitlements of the agency.

5 (c) SUBMISSION.—On the date on which the Chief In-
6 formation Officer, Chief Financial Officer, Chief Acquisi-
7 tion Officer, the Chief Data Officer, and General Counsel
8 of an agency, or the equivalent officials of the agency,
9 complete the comprehensive assessment, the Chief Infor-
10 mation Officer shall submit the comprehensive assessment
11 to the head of the agency.

12 (d) SUBSEQUENT SUBMISSION.—Not later than 30
13 days after the date on which the head of an agency re-
14 ceives the comprehensive assessment under subsection (c),
15 the head of the agency shall submit the comprehensive as-
16 sessment to—

17 (1) the Director;

18 (2) the Administrator;

19 (3) the Comptroller General of the United
20 States;

21 (4) the Committee on Homeland Security and
22 Governmental Affairs of the Senate; and

23 (5) the Committee on Oversight and Govern-
24 ment Reform of the House of Representatives.

1 (e) CONSULTATION.—In order to ensure the utility
 2 and standardization of the comprehensive assessment of
 3 each agency, including to support the development of each
 4 plan and the report required under section 4(e)(2), the
 5 Director, in consultation with the Administrator, shall
 6 share information, best practices, and recommendations
 7 relating to the activities performed in the course of a com-
 8 prehensive assessment of an agency.

9 **SEC. 4. SOFTWARE MODERNIZATION PLANNING AT AGEN-**
 10 **CIES.**

11 (a) IN GENERAL.—The Chief Information Officer of
 12 each agency, in consultation with the Chief Financial Offi-
 13 cer, the Chief Acquisition Officer, the Chief Data Officer,
 14 and the General Counsel of the agency, or the equivalent
 15 officials of the agency, shall use the information developed
 16 pursuant to the comprehensive assessment of the agency
 17 to develop a plan for the agency—

18 (1) to consolidate software entitlements of the
 19 agency;

20 (2) to ensure that, in order to improve the per-
 21 formance of, and reduce unnecessary costs to, the
 22 agency, the Chief Information Officer, Chief Data
 23 Officer, and Chief Acquisition Officer of the agency,
 24 or the equivalent officers, develop criteria and proce-
 25 dures for how the agency will adopt cost-effective ac-

1 quisition strategies, including enterprise licensing,
2 across the agency that reduce costs, eliminate excess
3 licenses, and improve performance; and

4 (3) to restrict the ability of a bureau, program,
5 component, or operational entity within the agency
6 to acquire, use, develop, or otherwise leverage any
7 software entitlement (or portion thereof) without the
8 approval of the Chief Information Officer of the
9 agency, in consultation with the Chief Acquisition
10 Officer of the agency, or the equivalent officers of
11 the agency.

12 (b) PLAN REQUIREMENTS.—The plan of an agency
13 shall—

14 (1) include a detailed strategy for—

15 (A) the remediation of any software asset
16 management deficiencies found during the com-
17 prehensive assessment of the agency;

18 (B) the ongoing maintenance of software
19 asset management upon the completion of the
20 remediation;

21 (C) automation of software license man-
22 agement processes and incorporation of dis-
23 covery tools across the agency;

24 (D) ensuring that officers and employees
25 of the agency are adequately trained in the poli-

1 cies, procedures, rules, regulations, and guid-
2 ance relating to the software acquisition and
3 development of the agency before entering into
4 any agreement relating to any software entitle-
5 ment (or portion thereof) for the agency, in-
6 cluding training on—

7 (i) negotiating options within con-
8 tracts to address and minimize provisions
9 that restrict how the agency may deploy,
10 access, or use the software, including re-
11 strictions on deployment, access, or use on
12 desktop or server hardware and restric-
13 tions on data ownership or access;

14 (ii) the differences between acquiring
15 commercial software products and services
16 and acquiring or building custom software;
17 and

18 (iii) determining the costs of different
19 types of licenses and options for adjusting
20 licenses to meet increasing or decreasing
21 demand; and

22 (E) maximizing the effectiveness of soft-
23 ware deployed by the agency, including, to the
24 extent practicable, leveraging technologies
25 that—

- 1 (i) measure actual software usage via
2 analytics that can identify inefficiencies to
3 assist in rationalizing software spending;
- 4 (ii) allow for segmentation of the user
5 base;
- 6 (iii) support effective governance and
7 compliance in the use of software; and
- 8 (iv) support interoperable capabilities
9 between software;
- 10 (2) identify categories of software the agency
11 could prioritize for conversion to more cost-effective
12 software licenses, including enterprise licenses, as
13 the software entitlements, contracts, and other
14 agreements or arrangements come up for renewal or
15 renegotiation;
- 16 (3) provide an estimate of the costs to move to-
17 ward more enterprise, open-source, or other licenses
18 that do not restrict the use of software by the agen-
19 cy, and the projected cost savings, efficiency meas-
20 ures, and improvements to agency performance
21 throughout the total software lifecycle;
- 22 (4) identify potential mitigations to minimize
23 software license restrictions on how such software
24 can be deployed, accessed, or used, including any
25 mitigations that would minimize any such restric-

1 tions on desktop or server hardware, through a cloud
2 service provider, or on data ownership or access;

3 (5) ensure that the purchase by the agency of
4 any software is based on publicly available criteria
5 that are not unduly structured to favor any specific
6 vendor, unless prohibited by law (including regula-
7 tion);

8 (6) include any estimates for additional re-
9 sources, services, or support the agency may need to
10 implement the plan;

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

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

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

22 (d) AGENCY SUBMISSION.—Not later than 1 year
23 after the date on which the head of an agency submits
24 the comprehensive assessment pursuant to section 3(d),
25 the head of the agency shall submit to the Director, the

1 Committee on Homeland Security and Governmental Af-
2 fairs of the Senate, and the Committee on Oversight and
3 Government Reform of the House of Representatives the
4 plan of the agency.

5 (e) CONSULTATION AND COORDINATION.—The Di-
6 rector—

7 (1) in coordination with the Administrator, the
8 Chief Information Officers Council, the Chief Acqui-
9 sition Officers Council, the Chief Data Officers
10 Council, the Chief Financial Officers Council, and
11 other government and industry representatives iden-
12 tified by the Director, shall establish processes,
13 using existing reporting functions, as appropriate, to
14 identify, define, and harmonize common definitions,
15 terms and conditions, standardized requirements,
16 and other information and criteria to support agency
17 heads in developing and implementing the plans re-
18 quired by this section; and

19 (2) in coordination with the Administrator, and
20 not later than 2 years after the date of enactment
21 of this Act, submit to the Committee on Homeland
22 Security and Governmental Affairs of the Senate
23 and the Committee on Oversight and Government
24 Reform of the House of Representatives a report de-
25 tailing recommendations to leverage Government

1 procurement policies and practices with respect to
2 software acquired by, developed by, deployed within,
3 or in use at 1 or more agencies to—

4 (A) increase the interoperability of soft-
5 ware licenses, including software entitlements
6 and software built by Government agencies;

7 (B) consolidate licenses, as appropriate;

8 (C) reduce costs;

9 (D) improve performance; and

10 (E) modernize the management and over-
11 sight of software entitlements and software
12 built by Government agencies, as identified
13 through an analysis of agency plans.

14 **SEC. 5. GAO REPORT.**

15 Not later than 3 years after the date of enactment
16 of this Act, the Comptroller General of the United States
17 shall submit to the Committee on Homeland Security and
18 Governmental Affairs of the Senate and the Committee
19 on Oversight and Government Reform of the House of
20 Representatives a report on—

21 (1) Government-wide trends in agency software
22 asset management practices;

23 (2) comparisons of software asset management
24 practices among agencies;

1 (3) the establishment by the Director of proc-
2 esses to identify, define, and harmonize common
3 definitions, terms, and conditions under section 4(e);

4 (4) agency compliance with the restrictions on
5 contract support under section 3(b); and

6 (5) other analyses of and findings regarding the
7 plans of agencies, as determined by the Comptroller
8 General of the United States.

9 **SEC. 6. NO ADDITIONAL FUNDS.**

10 No additional funds are authorized to be appro-
11 priated for the purpose of carrying out this Act.

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