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119TH CONGRESS
2D SESSION

H. R. 10650

To ensure that nitrile glove procurements comply with the requirements of the Make PPE in America Act, and for other purposes.

IN THE HOUSE OF REPRESENTATIVES

OCTOBER 1, 2026

Mr. CAREY introduced the following bill; which was referred to the Committee on Oversight and Government Reform

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A BILL

To ensure that nitrile glove procurements comply with the requirements of the Make PPE in America Act, and for other purposes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

SECTION 1. SHORT TITLE.

This Act may be cited as the ''American Glove Act of 2026''.

SEC. 2. DEFINITIONS.

In this Act:

(1) ABILITYONE PROGRAM.—The term ''AbilityOne Program'' means the program carried

out under chapter 85 of title 41, United States Code.

(2) COVERED AGENCY.—The term ''covered agency'' means the Department of Homeland Security, the Department of Health and Human Services, the Department of Veterans Affairs, the Department of Defense, and any other executive agency that procures covered nitrile gloves through a governmentwide acquisition contract, blanket purchase agreement, indefinite delivery/indefinite quantity contract, prime vendor arrangement, AbilityOne contract, or other shared procurement vehicle.

(3) COVERED NITRILE GLOVE.—The term ''covered nitrile glove'' means a nitrile examination glove, or other non-surgical nitrile glove procured by the Federal Government for medical, public health, emergency response, homeland security, laboratory, biodefense, or other protective use.

(4) COVERED PROCUREMENT VEHICLE.—The term ''covered procurement vehicle'' means any contract, order, blanket purchase agreement, indefinite delivery/indefinite quantity contract, governmentwide acquisition contract, prime vendor arrangement, distribution arrangement, Procurement List designation, authorized distributor arrangement, or other

acquisition mechanism used by a covered agency to procure covered nitrile gloves through or in coordination with the AbilityOne Program.

(5) QUALIFIED DOMESTIC MANUFACTURER.—The term ''qualified domestic manufacturer'' means an entity that—

(A) manufactures covered nitrile gloves in the United States;

(B) is majority-owned and controlled by United States persons;

(C) is not owned, controlled, or subject to significant influence, directly or indirectly, by a foreign entity of concern, including through subsidiaries, affiliates, joint ventures, financing arrangements, licensing arrangements, or contractual arrangements; and

(D) has the demonstrated capacity to manufacture covered nitrile gloves at commercial scale in the United States.

(6) MANUFACTURE.—The term ''manufacture''—

(A) means performing the principal production processes necessary to produce covered nitrile gloves as the end item procured by the Federal Government, including forming, dip-

ping, curing, finishing, testing, and packaging such gloves; and

(B) does not include activities consisting primarily of resale, brokerage, distribution, warehousing, order fulfillment, relabeling, repackaging, reboxing, kitting, invoicing, shipping, inspection, or other administrative or logistical handling of gloves manufactured by another entity.

(7) SUPPLIER AGREEMENT.—The term ''supplier agreement'' means a written agreement between an AbilityOne participating nonprofit agency, central nonprofit agency, authorized AbilityOne distributor, prime contractor, or other entity responsible for furnishing covered nitrile gloves to the Federal Government and a qualified domestic manufacturer that—

(A) has a term of not less than two years;

(B) includes a binding minimum purchase commitment, minimum order quantity, or other enforceable commercially reasonable demand commitment sufficient to support domestic production planning and investment;

(C) establishes pricing, delivery, quality assurance, and performance requirements;

(D) identifies the qualified domestic manufacturer and the United States manufacturing facility that will manufacture the covered nitrile gloves;

(E) provides that covered nitrile gloves furnished under the agreement may not be substituted with products manufactured by another manufacturer unless approved by the covered agency through a modification of the supplier agreement; and

(F) is enforceable directly between the contracting entity and the qualified domestic manufacturer.

SEC. 3. APPLICATION OF MAKE PPE IN AMERICA ACT TO ABILITYONE-BASED NITRILE GLOVE PROCUREMENTS.

(a) IN GENERAL.—If a covered agency procures covered nitrile gloves through a covered procurement vehicle, the agency shall ensure that such vehicle is structured to comply with the domestic sourcing and long-term contracting requirements contained in section 70953 of the Make PPE in America Act (subtitle C of title IX of Public Law 117–58; 135 Stat. 1313).

(b) SUPPLIER AGREEMENT REQUIREMENT.—A covered procurement vehicle may be used to furnish covered

nitrile gloves to a covered agency if the vehicle includes, or is modified to include, one or more supplier agreements with qualified domestic manufacturers that satisfy the requirements of this Act. Such supplier agreements may be incorporated through an existing AbilityOne arrangement, authorized distributor arrangement, prime vendor arrangement, contract modification, ordering procedure, or other lawful procurement mechanism.

(c) DURATION.—Each supplier agreement required under subsection (b) shall have a term of not less than two years.

(d) EXCLUSIVE DOMESTIC MANUFACTURING REQUIREMENT.—Covered nitrile gloves furnished under a covered procurement vehicle shall be manufactured exclusively by qualified domestic manufacturers.

(e) NO AVOIDANCE THROUGH INTERMEDIARY CONTRACTING.—A covered agency may not treat the use of an AbilityOne contract, central nonprofit agency arrangement, authorized distributor arrangement, prime vendor arrangement, or other intermediary contract structure as satisfying the long-term contracting purposes of the Make PPE in America Act (subtitle C of title IX of Public Law 117–58) unless the qualified domestic manufacturer of the covered nitrile gloves receives a supplier agreement meeting the requirements of this Act.

(f) MANUFACTURER CONTINUITY REQUIREMENT.—A covered procurement vehicle shall continue to source covered nitrile gloves from the qualified domestic manufacturer identified in the applicable supplier agreement throughout the term of that agreement unless—

(1) the qualified domestic manufacturer consents in writing;

(2) the covered agency determines that the manufacturer has materially failed to perform under the supplier agreement;

(3) another exception applies as provided by Federal procurement law; or

(4) any substitution of the qualified domestic manufacturer shall require a written modification to the supplier agreement and shall be documented in the contract file.

SEC. 4. OWNERSHIP AND CONTROL REQUIREMENT.

(a) IN GENERAL.—A manufacturer may not qualify as a qualified domestic manufacturer under this Act unless the manufacturer is majority-owned and controlled by United States persons.

(b) FOREIGN INFLUENCE PROHIBITION.—A manufacturer may not qualify as a qualified domestic manufacturer if the manufacturer is owned, controlled, or subject

to significant influence, directly or indirectly, by a foreign entity of concern, including through—

(1) a parent company, subsidiary, affiliate, or holding company;

(2) a joint venture or partnership;

(3) a contractual arrangement that gives a foreign entity effective control over production, pricing, supply, intellectual property, or operations;

(4) a financing arrangement that creates material foreign influence over the manufacturer;

(5) a technology licensing arrangement that creates material dependence on a foreign entity of concern; or

(6) any other arrangement determined by the head of the covered agency to present a supply chain, national security, or domestic manufacturing risk.

SEC. 5. CERTIFICATION AND ENFORCEMENT.

(a) IN GENERAL.—For each covered procurement vehicle, the covered agency shall make and retain in the contract file a written certification that the vehicle is structured to comply with this Act, including that covered nitrile gloves are manufactured in the United States by qualified domestic manufacturers and that required supplier agreements have a term of not less than two years

and include a minimum purchase quantity, minimum order volume, or other commercially reasonable demand commitment.

(b) NONCOMPLIANCE.—If a covered agency determines that a covered procurement vehicle is not in compliance with this Act, the agency shall take appropriate corrective action under applicable Federal procurement law.

(c) RULE OF CONSTRUCTION.—Nothing in this section shall be construed as imposing a separate statutory certification obligation on the AbilityOne Program, a qualified nonprofit agency, a central nonprofit agency, an authorized distributor, a prime contractor, or a qualified domestic manufacturer.

SEC. 6. RULES OF CONSTRUCTION REGARDING PROCUREMENT SOURCING.

(a) ABILITYONE PRESERVED.—Nothing in this Act shall be construed to prohibit the use of the AbilityOne Program for the procurement of covered nitrile gloves.

(b) NO DISPLACEMENT REQUIRED.—Nothing in this Act shall be construed to require a covered agency to remove covered nitrile gloves from the Procurement List or to terminate an AbilityOne arrangement solely because the covered nitrile gloves are supplied through a qualified domestic manufacturer.

(c) DOMESTIC MANUFACTURING PROTECTED.—Nothing in chapter 85 of title 41, United States Code, or any regulation, contract, Procurement List designation, or distribution arrangement under that chapter shall be construed to permit a covered agency to avoid the domestic sourcing, ownership and control, certification, enforcement, or long-term supplier agreement requirements of this Act.

SEC. 7. IMPLEMENTATION.

(a) IN GENERAL.—The head of each covered agency shall implement this Act through existing procurement authorities and shall ensure that any covered procurement vehicle in effect on or after the date of the enactment of this Act, including any vehicle previously entered into, accepted, awarded, expanded, or made available for use by another Federal agency, complies with this Act.

(b) RULE OF CONSTRUCTION.—Nothing in this section shall be construed to require the termination, cancellation, or re-competition of an existing covered procurement vehicle if the vehicle can be brought into compliance through modification, supplier agreements, ordering procedures, or other existing procurement authorities.

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