

119TH CONGRESS
2D SESSION

S. 5239

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

IN THE SENATE OF THE UNITED STATES

AUGUST 4, 2026

Mr. MORENO introduced the following bill; which was read twice and referred
to the Committee on Homeland Security and Governmental Affairs

A BILL

To ensure that nitrile glove procurements comply with the
requirements of the Make PPE in America Act, 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 “American Glove Act
5 of 2026”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act:

8 (1) **ABILITYONE PROGRAM.**—The term
9 “AbilityOne Program” means the program carried

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

3 (2) COVERED AGENCY.—The term “covered
4 agency” means the Department of Homeland Secu-
5 rity, the Department of Health and Human Serv-
6 ices, the Department of Veterans Affairs, the De-
7 partment of Defense, and any other executive agency
8 that procures covered nitrile gloves through a gov-
9 ernmentwide acquisition contract, blanket purchase
10 agreement, indefinite delivery/indefinite quantity
11 contract, prime vendor arrangement, AbilityOne con-
12 tract, or other shared procurement vehicle.

13 (3) COVERED NITRILE GLOVE.—The term “cov-
14 ered nitrile glove” means a nitrile examination glove,
15 or other non-surgical nitrile glove procured by the
16 Federal Government for medical, public health,
17 emergency response, homeland security, laboratory,
18 biodefense, or other protective use.

19 (4) COVERED PROCUREMENT VEHICLE.—The
20 term “covered procurement vehicle” means any con-
21 tract, order, blanket purchase agreement, indefinite
22 delivery/indefinite quantity contract, governmentwide
23 acquisition contract, prime vendor arrangement, dis-
24 tribution arrangement, Procurement List designa-
25 tion, authorized distributor arrangement, or other

1 acquisition mechanism used by a covered agency to
2 procure covered nitrile gloves through or in coordi-
3 nation with the AbilityOne Program.

4 (5) QUALIFIED DOMESTIC MANUFACTURER.—
5 The term “qualified domestic manufacturer” means
6 an entity that—

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

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

11 (C) is not owned, controlled, or subject to
12 significant influence, directly or indirectly, by a
13 foreign entity of concern, including through
14 subsidiaries, affiliates, joint ventures, financing
15 arrangements, licensing arrangements, or con-
16 tractual arrangements; and

17 (D) has the demonstrated capacity to man-
18 ufacture covered nitrile gloves at commercial
19 scale in the United States.

20 (6) MANUFACTURE.—The term “manufac-
21 ture”—

22 (A) means performing the principal pro-
23 duction processes necessary to produce covered
24 nitrile gloves as the end item procured by the
25 Federal Government, including forming, dip-

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

3 (B) does not include activities consisting
4 primarily of resale, brokerage, distribution,
5 warehousing, order fulfillment, relabeling, re-
6 packaging, reboxing, kitting, invoicing, ship-
7 ping, inspection, or other administrative or
8 logistical handling of gloves manufactured by
9 another entity.

10 (7) SUPPLIER AGREEMENT.—The term “sup-
11 plier agreement” means a written agreement be-
12 tween an AbilityOne participating nonprofit agency,
13 central nonprofit agency, authorized AbilityOne dis-
14 tributor, prime contractor, or other entity respon-
15 sible for furnishing covered nitrile gloves to the Fed-
16 eral Government and a qualified domestic manufac-
17 turer that—

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

19 (B) includes a binding minimum purchase
20 commitment, minimum order quantity, or other
21 enforceable commercially reasonable demand
22 commitment sufficient to support domestic pro-
23 duction planning and investment;

24 (C) establishes pricing, delivery, quality as-
25 surance, and performance requirements;

1 (D) identifies the qualified domestic manu-
 2 facturer and the United States manufacturing
 3 facility that will manufacture the covered nitrile
 4 gloves;

5 (E) provides that covered nitrile gloves fur-
 6 nished under the agreement may not be sub-
 7 stituted with products manufactured by another
 8 manufacturer unless approved by the covered
 9 agency through a modification of the supplier
 10 agreement; and

11 (F) is enforceable directly between the con-
 12 tracting entity and the qualified domestic man-
 13 ufacturer.

14 **SEC. 3. APPLICATION OF MAKE PPE IN AMERICA ACT TO**
 15 **ABILITYONE-BASED NITRILE GLOVE PRO-**
 16 **CUREMENTS.**

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

24 (b) SUPPLIER AGREEMENT REQUIREMENT.—A cov-
 25 ered procurement vehicle may be used to furnish covered

1 nitrile gloves to a covered agency if the vehicle includes,
2 or is modified to include, one or more supplier agreements
3 with qualified domestic manufacturers that satisfy the re-
4 quirements of this Act. Such supplier agreements may be
5 incorporated through an existing AbilityOne arrangement,
6 authorized distributor arrangement, prime vendor ar-
7 rangement, contract modification, ordering procedure, or
8 other lawful procurement mechanism.

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

12 (d) EXCLUSIVE DOMESTIC MANUFACTURING RE-
13 QUIREMENT.—Covered nitrile gloves furnished under a
14 covered procurement vehicle shall be manufactured exclu-
15 sively by qualified domestic manufacturers.

16 (e) NO AVOIDANCE THROUGH INTERMEDIARY CON-
17 TRACTING.—A covered agency may not treat the use of
18 an AbilityOne contract, central nonprofit agency arrange-
19 ment, authorized distributor arrangement, prime vendor
20 arrangement, or other intermediary contract structure as
21 satisfying the long-term contracting purposes of the Make
22 PPE in America Act (subtitle C of title IX of Public Law
23 117–58) unless the qualified domestic manufacturer of the
24 covered nitrile gloves receives a supplier agreement meet-
25 ing the requirements of this Act.

1 (f) MANUFACTURER CONTINUITY REQUIREMENT.—

2 A covered procurement vehicle shall continue to source
3 covered nitrile gloves from the qualified domestic manufac-
4 turer identified in the applicable supplier agreement
5 throughout the term of that agreement unless—

6 (1) the qualified domestic manufacturer con-
7 sents in writing;

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

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

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

17 **SEC. 4. OWNERSHIP AND CONTROL REQUIREMENT.**

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

22 (b) FOREIGN INFLUENCE PROHIBITION.—A manu-
23 facturer may not qualify as a qualified domestic manufac-
24 turer if the manufacturer is owned, controlled, or subject

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

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

5 (2) a joint venture or partnership;

6 (3) a contractual arrangement that gives a for-
7 eign entity effective control over production, pricing,
8 supply, intellectual property, or operations;

9 (4) a financing arrangement that creates mate-
10 rial foreign influence over the manufacturer;

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

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

18 **SEC. 5. CERTIFICATION AND ENFORCEMENT.**

19 (1) IN GENERAL.—For each covered procure-
20 ment vehicle, the covered agency shall make and re-
21 tain in the contract file a written certification that
22 the vehicle is structured to comply with this Act, in-
23 cluding that covered nitrile gloves are manufactured
24 in the United States by qualified domestic manufac-
25 turers and that required supplier agreements have a

1 term of not less than two years and include a min-
 2 imum purchase quantity, minimum order volume, or
 3 other commercially reasonable demand commitment.

4 (2) NONCOMPLIANCE.—If a covered agency de-
 5 termines that a covered procurement vehicle is not
 6 in compliance with this Act, the agency shall take
 7 appropriate corrective action under applicable Fed-
 8 eral procurement law.

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

15 **SEC. 6. RULES OF CONSTRUCTION REGARDING PROCURE-**
 16 **MENT SOURCING.**

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

20 (b) NO DISPLACEMENT REQUIRED.—Nothing in this
 21 Act shall be construed to require a covered agency to re-
 22 move covered nitrile gloves from the Procurement List or
 23 to terminate an AbilityOne arrangement solely because the
 24 covered nitrile gloves are supplied through a qualified do-
 25 mestic manufacturer.

1 (c) DOMESTIC MANUFACTURING PROTECTED.—
 2 Nothing in chapter 85 of title 41, United States Code,
 3 or any regulation, contract, Procurement List designation,
 4 or distribution arrangement under that chapter shall be
 5 construed to permit a covered agency to avoid the domes-
 6 tic sourcing, ownership and control, certification, enforce-
 7 ment, or long-term supplier agreement requirements of
 8 this Act.

9 **SEC. 7. IMPLEMENTATION.**

10 (a) IN GENERAL.—The head of each covered agency
 11 shall implement this Act through existing procurement au-
 12 thorities and shall ensure that any covered procurement
 13 vehicle in effect on or after the date of the enactment of
 14 this Act, including any vehicle previously entered into, ac-
 15 cepted, awarded, expanded, or made available for use by
 16 another Federal agency, complies with this Act.

17 (b) RULE OF CONSTRUCTION.—Nothing in this sec-
 18 tion shall be construed to require the termination, can-
 19 cellation, or re-competition of an existing covered procure-
 20 ment vehicle if the vehicle can be brought into compliance
 21 through modification, supplier agreements, ordering pro-
 22 cedures, or other existing procurement authorities.

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