

SENATE BILL NO. 234

BY SENATORS MIGUEZ AND STINE AND REPRESENTATIVES AMEDEE, BAYHAM, BILLINGS, BOYER, BRYANT, CARRIER, CHENEVERT, CREWS, DICKERSON, EMERSON, FIRMENT, MIKE JOHNSON, JACOB LANDRY, MCCORMICK, ROMERO AND WILDER

1 AN ACT

2 To enact R.S. 38:2216.1 and R.S. 39:1602.2, relative to public contracts; to prohibit certain
3 discriminatory practices with respect to firearm associations, retailers, and
4 manufacturers; to provide for definitions; to provide restrictions on applicability; to
5 authorize the attorney general to take certain legal action against a company; to
6 provide for an effective date; and to provide for related matters.

7 Be it enacted by the Legislature of Louisiana:

8 Section 1. R.S. 38:2216.1 is hereby enacted to read as follows:

9 **§2216.1. Prohibition on contracts with companies that discriminate against**
10 **firearm and ammunition industries**

11 **A. As used in this Section, the following terms shall have the following**
12 **meanings unless the context clearly indicates otherwise:**

13 **(1) "Ammunition" shall mean a loaded cartridge or shotshell, case,**
14 **primer, projectile, wadding, or propellant powder.**

15 **(2) "Company" shall mean a for-profit organization, association,**
16 **corporation, partnership, joint venture, limited partnership, limited liability**
17 **partnership, or limited liability company that exists to make a profit.**
18 **"Company" shall not mean a sole proprietorship.**

19 **(3)(a) "Discriminate against a firearm entity or firearm trade**
20 **association" shall mean that the company:**

21 **(i) Refuses to engage in the trade of any goods or services with the entity**
22 **or association based solely on its status as a firearm entity or firearm trade**
23 **association. 'Status' includes the lawful products and services provided by and**
24 **lawful practices of firearm entities and firearm trade associations.**

1 (ii) Refrains from continuing an existing business relationship with the
2 entity or association based solely on its status as a firearm entity or firearm
3 trade association. 'Status' includes the lawful products and services provided
4 by and lawful practices of firearm entities and firearm trade associations.

5 (iii) Terminates an existing business relationship with the entity or
6 association based solely on its status as a firearm entity or firearm trade
7 association. 'Status' includes the lawful products and services provided by and
8 lawful practices of firearm entities and firearm trade associations.

9 (b) A company does not "discriminate against a firearm entity or
10 firearm trade association" if it refuses to engage in the trade of any goods or
11 services, refrains from continuing an existing business relationship, or declines
12 to enter into, modifies, or terminates an existing business relationship for any
13 of the following reasons:

14 (i) To comply with federal, state, or local law, policy, or regulations or
15 a directive by a regulator.

16 (ii) For any traditional or ordinary business reason that is specific to the
17 customer or potential customer and not based solely on an entity's or
18 association's status as a firearm entity or firearm trade association. 'Status'
19 includes the lawful products and services provided by and lawful practices of
20 firearm entities and firearm trade associations.

21 (c) Nothing in this Paragraph shall be construed to require a company
22 that is a merchant, retail seller, or platform to sell or list for sale ammunition,
23 firearms, or firearm accessories.

24 (4) "Firearm" shall mean a weapon that expels a projectile by the action
25 of explosive or expanding gases.

26 (5) "Firearm accessory" shall mean:

27 (a) A device specifically designed or adapted to enable an individual to
28 wear, carry, store, or mount a firearm on the individual or on a conveyance.

29 (b) An item used in conjunction with or mounted on a firearm that is not
30 essential to the basic function of the firearm, including a detachable firearm

1 magazine.

2 (6) "Firearm entity" shall mean:

3 (a) A manufacturer, distributor, wholesaler, supplier, or retailer of
4 firearms, firearm accessories, or ammunition.

5 (b) A business establishment, private club, or association that operates
6 an area for the discharge or other use of firearms for silhouette, skeet, trap,
7 black powder, target, self-defense, or similar recreational shooting, at which not
8 fewer than twenty different individuals discharge firearms each calendar year.

9 (7) "Firearm trade association" shall mean any person, corporation,
10 unincorporated association, federation, business league, or business
11 organization that meets all of the following criteria:

12 (a) Is not organized or operated for profit and for which none of its net
13 earnings inures to the benefit of any private shareholder or individual.

14 (b) Has two or more firearm entities as members.

15 (c) Is exempt from federal income taxation pursuant to 26 U.S.C. 501(a)
16 as an organization described by 26 U.S.C. 501(c)(6).

17 (8) "Public entity" means and includes the state of Louisiana, or any
18 agency, board, commission, department, or public corporation of the state,
19 created by the constitution or statute or pursuant thereto, or any political
20 subdivision of the state, including but not limited to any political subdivision as
21 defined in Article VI Section 44 of the Constitution of Louisiana, and any public
22 housing authority, public school board, or any public officer whether or not an
23 officer of a public corporation or political subdivision.

24 B.(1) The provisions of this Section shall apply to any contract with a
25 value of one hundred thousand dollars or more that meets all of the following
26 criteria:

27 (a) It is to be paid primarily from public funds.

28 (b) It is between a public entity and a company with at least fifty
29 full-time employees.

30 (c) It is renewed or entered into on or after August 1, 2024.

1 **(2) Notwithstanding the provisions of Paragraph (1) of this Subsection,**
 2 **the provisions of this Section shall not apply if either of the following conditions**
 3 **are met:**

4 **(a) The contract is with a sole-source provider.**

5 **(b) The public entity does not receive any bids from companies that are**
 6 **able to provide the written verification required by this Section.**

7 **C. Except as provided in Subsection D of this Section, a public entity may**
 8 **not enter into a contract with a company for the purchase of goods or services**
 9 **unless the contract contains a written verification from the company of both of**
 10 **the following:**

11 **(1) The company does not have a practice, policy, guidance, or directive**
 12 **that discriminates against a firearm entity or firearm trade association based**
 13 **solely on the entity's or association's status as a firearm entity or firearm trade**
 14 **association.**

15 **(2) The company will not discriminate against a firearm entity or**
 16 **firearm trade association during the term of the contract based solely on the**
 17 **entity's or association's status as a firearm entity or firearm trade association.**

18 **D. A public entity may not enter into a joint or multi-party contract for**
 19 **the purchase of goods or services unless the contract contains a written**
 20 **verification as required pursuant to Subsection C of this Section from each**
 21 **company that is a party to the contract; however, such contract shall not be**
 22 **required to contain a verification from any company that will receive less than**
 23 **one hundred thousand dollars pursuant to the contract.**

24 **E. The attorney general shall have authority to enforce the requirements**
 25 **of this Section, and if legal action is taken in which he prevails, then he shall be**
 26 **entitled to recover all reasonable costs and reasonable attorney fees incurred.**

27 Section 2. R.S. 39:1602.2 is hereby enacted to read as follows:

28 **§1602.2. Prohibition on contracts with companies that discriminate against**
 29 **firearm and ammunition industries**

30 **A. As used in this Section, the following terms shall have the following**

1 means unless the context clearly indicates otherwise:

2 (1) "Ammunition" shall mean a loaded cartridge or shotshell, case,
3 primer, projectile, wadding, or propellant powder.

4 (2) "Company" shall mean a for-profit organization, association,
5 corporation, partnership, joint venture, limited partnership, limited liability
6 partnership, or limited liability company that exists to make a profit.
7 "Company" shall not mean a sole proprietorship.

8 (3)(a) "Discriminate against a firearm entity or firearm trade
9 association" shall mean the company:

10 (i) Refuses to engage in the trade of any goods or services with the entity
11 or association based solely on its status as a firearm entity or firearm trade
12 association. 'Status' includes the lawful products and services provided by and
13 lawful practices of firearm entities and firearm trade associations.

14 (ii) Refrains from continuing an existing business relationship with the
15 entity or association based solely on its status as a firearm entity or firearm
16 trade association. 'Status' includes the lawful products and services provided
17 by and lawful practices of firearm entities and firearm trade associations.

18 (iii) Terminates an existing business relationship with the entity or
19 association based solely on its status as a firearm entity or firearm trade
20 association. 'Status' includes the lawful products and services provided by and
21 lawful practices of firearm entities and firearm trade associations.

22 (b) A company does not "discriminate against a firearm entity or
23 firearm trade association" if it refuses to engage in the trade of any goods or
24 services, refrains from continuing an existing business relationship, or declines
25 to enter into, modifies, or terminates an existing business relationship for any
26 of the following reasons:

27 (i) To comply with federal, state, or local law, policy, or regulations or
28 a directive by a regulator.

29 (ii) For any traditional or ordinary business reason that is specific to the
30 customer or potential customer and not based solely on an entity's or

1 association's status as a firearm entity or firearm trade association. 'Status'
2 includes the lawful products and services provided by and lawful practices of
3 firearm entities and firearm trade associations.

4 (c) Nothing in this Paragraph shall be construed to require a company
5 that is a merchant, retail seller, or platform to sell or list for sale ammunition,
6 firearms, or firearm accessories.

7 (4) "Firearm" shall mean a weapon that expels a projectile by the action
8 of explosive or expanding gases.

9 (5) "Firearm accessory" shall mean:

10 (a) A device specifically designed or adapted to enable an individual to
11 wear, carry, store, or mount a firearm on the individual or on a conveyance.

12 (b) An item used in conjunction with or mounted on a firearm that is not
13 essential to the basic function of the firearm, including a detachable firearm
14 magazine.

15 (6) "Firearm entity" shall mean:

16 (a) A manufacturer, distributor, wholesaler, supplier, or retailer of
17 firearms, firearm accessories, or ammunition.

18 (b) A business establishment, private club, or association that operates
19 an area for the discharge or other use of firearms for silhouette, skeet, trap,
20 black powder, target, self-defense, or similar recreational shooting, at which not
21 fewer than twenty different individuals discharge firearms each calendar year.

22 (7) "Firearm trade association" shall mean any person, corporation,
23 unincorporated association, federation, business league, or business
24 organization that meets all of the following criteria:

25 (a) Is not organized or operated for profit and for which none of its net
26 earnings inures to the benefit of any private shareholder or individual.

27 (b) Has two or more firearm entities as members.

28 (c) Is exempt from federal income taxation pursuant to 26 U.S.C. 501(a)
29 as an organization described by 26 U.S.C. 501(c)(6).

30 (8) "Governmental entity" shall mean:

1 (a) Any department, office, division, commission, council, board, bureau,
2 committee, institution, agency, government corporation, or other establishment
3 or official of the executive branch of state government.

4 (b) Any parish, city, town, governmental body, and any other subdivision
5 of the state or public agency thereof, public authority, public educational,
6 health, or other institution, and to the extent provided by law, any other entity
7 which expends public funds for the acquisition or leasing of supplies, services,
8 major repairs, and construction, and any nonprofit corporation operating a
9 charitable hospital.

10 B.(1) The provisions of this Section shall apply to any contract with a
11 value of one hundred thousand dollars or more that meets all of the following
12 criteria:

13 (a) It is to be paid primarily from public funds.

14 (b) It is between a public entity and a company with at least fifty
15 full-time employees.

16 (c) It is renewed or entered into on or after August 1, 2024.

17 (2) Notwithstanding the provisions of Paragraph (1) of this Subsection,
18 the provisions of this Section shall not apply if either of the following conditions
19 are met:

20 (a) The contract is with a sole-source provider.

21 (b) The government entity does not receive any bids from companies that
22 are able to provide the written verification required by this Section.

23 C. Except as provided in Subsection D of this Section, a governmental
24 entity may not enter into a contract with a company for the purchase of goods
25 or services unless the contract contains a written verification from the company
26 of both of the following:

27 (1) The company does not have a practice, policy, guidance, or directive
28 that discriminates against a firearm entity or firearm trade association based
29 solely on the entity's or association's status as a firearm entity or firearm trade
30 association.

1 (2) The company will not discriminate against a firearm entity or
2 firearm trade association during the term of the contract based solely on the
3 entity's or association's status as a firearm entity or firearm trade association.

4 D. A governmental entity may not enter into a joint or multi-party
5 contract for the purchase of goods or services unless the contract contains a
6 written verification as required pursuant to Subsection C of this Section from
7 each company that is a party to the contract; however, such contract shall not
8 be required to contain a verification from any company that will receive less
9 than one hundred thousand dollars pursuant to the contract.

10 E. The attorney general shall have authority to enforce the requirements
11 of this Section, and if legal action is taken in which he prevails, then he shall be
12 entitled to recover all reasonable costs and reasonable attorney fees incurred.

PRESIDENT OF THE SENATE

SPEAKER OF THE HOUSE OF REPRESENTATIVES

GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: _____