

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

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SPEAKER OF THE HOUSE OF REPRESENTATIVES

\_\_\_\_\_  
GOVERNOR OF THE STATE OF LOUISIANA

APPROVED: \_\_\_\_\_