

1 2. "Company" means a for-profit organization, association,
2 corporation, partnership, joint venture, limited partnership,
3 limited liability partnership, or limited liability company,
4 including a wholly owned subsidiary, majority-owned subsidiary,
5 parent company, or an affiliate of those entities or associations
6 that exists to make a profit. The term does not include a sole
7 proprietorship;

8 3. "Discriminate against a firearm entity or firearm trade
9 association" means, with respect to the entity or association, to:

- 10 a. refuse to engage in the trade of any goods or services
11 with the entity or association based solely on its
12 status as a firearm entity or firearm trade
13 association which includes the lawful products and
14 services provided by and lawful practices of firearm
15 entities and firearm trade associations,
- 16 b. refrain from continuing an existing business
17 relationship with the entity or association based
18 solely on its status as a firearm entity or firearm
19 trade association which includes the lawful products
20 and services provided by and lawful practices of
21 firearm entities and firearm trade associations, or
- 22 c. terminate an existing business relationship with the
23 entity or association based solely on its status as a
24 firearm entity or firearm trade association which

1 includes the lawful products and services provided by
2 and lawful practices of firearm entities and firearm
3 trade associations.

4 The term does not include the policies of a vendor, merchant, retail
5 seller, or platform that restrict or prohibit the listing or selling
6 of ammunition, firearms, or firearm accessories. The term also does
7 not include a company's refusal to engage in the trade of any goods
8 or services, decision to refrain from continuing an existing
9 business relationship, or decision to terminate an existing business
10 relationship to comply with federal, state, or local laws, policies,
11 or regulations or a directive by a regulatory agency, or for any
12 traditional business reason that is specific to the customer or
13 potential customer and not based solely on the status of an entity
14 or association as a firearm entity or firearm trade association
15 which includes the lawful products and services provided by and
16 lawful practices of firearm entities and firearm trade associations;

17 4. "Firearm" means a weapon that expels a projectile by the
18 action of explosive or expanding gases;

19 5. "Firearm accessory" means a device specifically designed or
20 adapted to enable an individual to wear, carry, store, or mount a
21 firearm on the individual or on a conveyance and an item used in
22 conjunction with or mounted on a firearm that is not essential to
23 the basic function of the firearm. The term includes a detachable
24 firearm magazine;

1 6. "Firearm entity" means:

- 2 a. a firearm, firearm accessory, or ammunition
3 manufacturer, distributor, wholesaler, supplier, or
4 retailer, and
5 b. a gun range;

6 7. "Firearm trade association" means any person, corporation,
7 unincorporated association, federation, business league, or business
8 organization that:

- 9 a. is not organized or operated for profit and for which
10 none of its net earning inures to the benefit of any
11 private shareholder or individual,
12 b. has two or more firearm entities as members, and
13 c. is exempt from federal income taxation under Section
14 501(a), Internal Revenue Code of 1986, as amended, as
15 an organization described by Section 501(c) of that
16 code;

17 8. "Governmental entity" means any branch, department, agency,
18 or instrumentality of state government, or any official or other
19 person acting under color of state law, or any political subdivision
20 of this state;

21 9. "Sole-source provider" means a supplier who provides goods
22 or services of a unique nature or goods or services that are solely
23 available through the supplier and the supplier is the only
24 practicable source to provide such goods or services; and

1 10. "Contract" means a promise or set of promises constituting
2 an agreement between the parties that gives each a legal duty to the
3 other and the right to seek a remedy for the breach of those duties
4 but does not include an agreement related to investment services.

5 B. A governmental entity may not enter into a contract with a
6 company for the purchase of goods or services unless the contract
7 contains a written verification from the company that it:

8 1. Does not have a practice, policy, guidance, or directive
9 that discriminates against a firearm entity or firearm trade
10 association; and

11 2. Will not discriminate against a firearm entity or firearm
12 trade association during the term of the contract.

13 C. The provisions of subsection B of this section shall not
14 apply to a governmental entity that:

15 1. Contracts with a sole-source provider; or

16 2. Does not receive a bid from a company that is able to
17 provide the written verification required by subsection B of this
18 section.

19 D. The provisions of this section shall apply only to a
20 contract that:

21 1. Is between a governmental entity and a company with at least
22 ten full-time employees; and

23

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1 2. Has a value of at least One Hundred Thousand Dollars
2 (\$100,000.00) that is paid wholly or partly from public funds of the
3 governmental entity.

4 E. The Purchasing Division of the Office of Management and
5 Enterprise Services shall have the authority and responsibility of
6 reviewing state governmental contracts to confirm that the
7 requirements of subsection B of this section have been satisfied.

8 SECTION 2. This act shall become effective November 1, 2025.

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10 COMMITTEE REPORT BY: COMMITTEE ON GOVERNMENT OVERSIGHT, dated
11 04/17/2025 - DO PASS, As Coauthored.

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