

REFERENCE TITLE: firearms; contracts; prohibited practices

State of Arizona
Senate
Fifty-sixth Legislature
First Regular Session
2023

SB 1096

Introduced by
Senators Carroll: Shamp, Gowan; Representatives Biasiucci, Carter, Cook,
Hendrix, Livingston, Martinez, Nguyen, Wilmeth

AN ACT

AMENDING TITLE 35, CHAPTER 2, ARIZONA REVISED STATUTES, BY ADDING ARTICLE
4; RELATING TO HANDLING OF PUBLIC FUNDS.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 35, chapter 2, Arizona Revised Statutes, is
3 amended by adding article 4, to read:

4 ARTICLE 4. FIREARM DISCRIMINATION DIVESTMENTS

5 35-351. Firearm entities; firearm trade associations;
6 discrimination; prohibition; definitions

7 A. A PUBLIC ENTITY MAY NOT ENTER INTO A CONTRACT WITH A VALUE OF
8 \$100,000 OR MORE WITH A COMPANY TO ACQUIRE OR DISPOSE OF SERVICES,
9 SUPPLIES, INFORMATION TECHNOLOGY OR CONSTRUCTION UNLESS THE CONTRACT
10 INCLUDES A WRITTEN CERTIFICATION THAT THE COMPANY DOES NOT CURRENTLY, AND
11 AGREES FOR THE DURATION OF THE CONTRACT THAT IT WILL NOT, DISCRIMINATE
12 AGAINST A FIREARM ENTITY OR FIREARM TRADE ASSOCIATION. A PUBLIC ENTITY
13 COMPLIES WITH THE WRITTEN CERTIFICATION REQUIREMENT BY INCLUDING A WRITTEN
14 CERTIFICATION THAT WAS SUBMITTED BY THE COMPANY AS PART OF THE PROCUREMENT
15 PROCESS.

16 B. A PUBLIC ENTITY MAY NOT ADOPT A PROCUREMENT, AN INVESTMENT OR
17 ANY OTHER POLICY THAT HAS THE EFFECT OF INDUCING OR REQUIRING A PERSON OR
18 COMPANY TO DISCRIMINATE AGAINST A FIREARM ENTITY OR FIREARM TRADE
19 ASSOCIATION.

20 C. SUBSECTION A OF THIS SECTION DOES NOT APPLY TO A CONTRACT
21 ENTERED INTO BY A PUBLIC ENTITY IF EITHER:

22 1. THE CONTRACT IS A SOLE SOURCE CONTRACT.

23 2. THE PUBLIC ENTITY DOES NOT RECEIVE A RESPONSIVE BID FROM ANY
24 COMPANY THAT IS ABLE TO PROVIDE THE WRITTEN CERTIFICATION.

25 D. THIS SECTION DOES NOT APPLY TO A CONTRACT ENTERED INTO BEFORE
26 THE EFFECTIVE DATE OF THIS SECTION.

27 E. FOR THE PURPOSES OF THIS SECTION:

28 1. "AMMUNITION" MEANS A LOADED CARTRIDGE OR SHOTSHELL, CASE, WAD,
29 PRIMER, PROJECTILE OR PROPELLANT POWDER.

30 2. "COMPANY" MEANS AN ORGANIZATION, ASSOCIATION, CORPORATION,
31 PARTNERSHIP, JOINT VENTURE, LIMITED PARTNERSHIP, LIMITED LIABILITY
32 PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY OR BUSINESS
33 ASSOCIATION, INCLUDING A WHOLLY OWNED SUBSIDIARY, MAJORITY-OWNED
34 SUBSIDIARY, PARENT COMPANY OR AFFILIATE, THAT ENGAGES IN FOR-PROFIT
35 ACTIVITY AND THAT HAS TEN OR MORE FULL-TIME EMPLOYEES.

36 3. "DISCRIMINATE":

37 (a) MEANS TO:

38 (i) REFUSE TO ENGAGE IN TRADING ANY GOODS OR SERVICES WITH A
39 FIREARM ENTITY OR FIREARM TRADE ASSOCIATION BASED SOLELY ON ITS STATUS AS
40 A FIREARM ENTITY OR FIREARM TRADE ASSOCIATION.

41 (ii) REFRAIN FROM CONTINUING AN EXISTING BUSINESS RELATIONSHIP WITH
42 A FIREARM ENTITY OR FIREARM TRADE ASSOCIATION BASED SOLELY ON ITS STATUS
43 AS A FIREARM ENTITY OR FIREARM TRADE ASSOCIATION.

1 (iii) TERMINATE AN EXISTING BUSINESS RELATIONSHIP WITH A FIREARM
2 ENTITY OR FIREARM TRADE ASSOCIATION BASED SOLELY ON ITS STATUS AS A
3 FIREARM ENTITY OR FIREARM TRADE ASSOCIATION.

4 (b) DOES NOT INCLUDE:

5 (i) FOLLOWING THE ESTABLISHED POLICIES OF A MERCHANT, RETAIL SELLER
6 OR PLATFORM THAT RESTRICT OR PROHIBIT THE LISTING OR SELLING OF
7 AMMUNITION, FIREARMS OR FIREARMS ACCESSORIES.

8 (ii) REFUSING TO ENGAGE IN TRADING GOODS OR SERVICES, REFRAINING
9 FROM CONTINUING AN EXISTING BUSINESS RELATIONSHIP OR TERMINATING AN
10 EXISTING BUSINESS RELATIONSHIP IN ORDER TO COMPLY WITH A FEDERAL, STATE OR
11 LOCAL LAW, POLICY, RULE OR REGULATION OR FOR ANY TRADITIONAL BUSINESS
12 REASON THAT IS SPECIFIC TO THE FIREARM ENTITY OR FIREARM TRADE ASSOCIATION
13 BUT IS NOT BASED SOLELY ON ITS STATUS AS A FIREARM ENTITY OR FIREARM TRADE
14 ASSOCIATION.

15 4. "FIREARM" MEANS A WEAPON THAT EXPELS A PROJECTILE BY THE ACTION
16 OF AN EXPLOSIVE OR EXPANDING GASES.

17 5. "FIREARM ACCESSORY" MEANS BOTH:

18 (a) A DEVICE THAT IS SPECIFICALLY DESIGNED OR ADAPTED TO ENABLE A
19 PERSON TO WEAR OR CARRY A FIREARM ON THE PERSON OR TO STORE OR MOUNT A
20 FIREARM IN OR ON A CONVEYANCE.

21 (b) AN ATTACHMENT OR DEVICE, INCLUDING A DETACHABLE MAGAZINE, THAT
22 IS SPECIFICALLY DESIGNED OR ADAPTED TO BE INSERTED INTO OR AFFIXED ONTO A
23 FIREARM TO ENABLE, ALTER OR IMPROVE THE FUNCTIONING OR CAPABILITIES OF THE
24 FIREARM.

25 6. "FIREARM ENTITY" MEANS EITHER OF THE FOLLOWING:

26 (a) A FIREARM, FIREARM ACCESSORY OR AMMUNITION MANUFACTURER,
27 RETAILER, WHOLESALER, SUPPLIER OR DISTRIBUTOR.

28 (b) AN INDOOR OR OUTDOOR SHOOTING RANGE.

29 7. "FIREARM TRADE ASSOCIATION" MEANS ANY PERSON, CORPORATION,
30 UNINCORPORATED ASSOCIATION, FEDERATION, BUSINESS LEAGUE OR PROFESSIONAL OR
31 BUSINESS ORGANIZATION THAT:

32 (a) IS NOT ORGANIZED OR OPERATED FOR PROFIT AND FOR WHICH NO PART
33 OF ITS NET EARNING INURES TO THE BENEFIT OF ANY PRIVATE SHAREHOLDER OR
34 INDIVIDUAL.

35 (b) IS AN ORGANIZATION DESCRIBED IN 26 UNITED STATES CODE SECTION
36 501(c)(6) AND IS EXEMPT FROM TAX PURSUANT TO 26 UNITED STATES CODE SECTION
37 501(a).

38 (c) HAS TWO OR MORE MEMBERS WHO ARE FIREARM, FIREARM ACCESSORY OR
39 AMMUNITION MANUFACTURERS OR SELLERS.

40 8. "PUBLIC ENTITY":

41 (a) MEANS THIS STATE, A POLITICAL SUBDIVISION OF THIS STATE OR AN
42 AGENCY, BOARD, COMMISSION OR DEPARTMENT OF THIS STATE OR A POLITICAL
43 SUBDIVISION OF THIS STATE.

44 (b) DOES NOT INCLUDE A POLITICAL SUBDIVISION THAT OPERATES A
45 FEDERAL RECLAMATION PROJECT.