

FIREARM INDUSTRY NON-DISCRIMINATION AMENDMENTS

LONG TITLE

General Description:

This bill amends the Utah Procurement Code to prohibit certain contracts that discriminate against the firearm industry.

Highlighted Provisions:

This bill:

- ▶ prohibits a procurement unit from entering into a certain contract with a financial service provider that fails to verify that the provider does not engage in discriminatory acts against a firearm entity or firearm trade association; and
- ▶ provides an exception.

Money Appropriated in this Bill:

None

Other Special Clauses:

None

List of sections affected:

ENACTS:

63G-6a-1211

Statutory text:

63G-6a-1211. Prohibition against certain contracts with a financial service providers that discriminate against firearm and ammunition industry.

(1) As used in this section:

(a) "Ammunition" means:

(i) a loaded cartridge case;

(ii) a primer for a firearm;

(iii) a bullet; or

(iv) propellant powder for use in a firearm, with or without a projectile.

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31 (b)(i) "Discriminate against" means to engage in an exclusionary act with a person
32 based solely on the person's status as a firearm entity or firearm trade association.

33 (ii) "Discriminate against" does not include an exclusionary act that:

34 (i) results from an established policy that restricts or prohibits marketing or selling
35 firearms, firearm accessories, or ammunition; and

36 (ii)(A) is necessary to comply with a federal, state, or local law, policy, or regulation; or

37 (B) occurs for a traditional business reason that is specific to a customer or potential
38 customer and not based solely on a person's status as a firearm entity or firearm trade
39 association.

40 (c) "Exclusionary act" means:

41 (i) to refuse to engage in the trade of goods or services;

42 (ii) to refrain from continuing an existing business relationship; or

43 (iii) to terminate an existing business relationship.

44 (d) "Financial service provider" means:

45 (i) a financial institution as defined in Section 7-1-103; or

46 (ii) a person that operates an automated clearing house for processing electronic
47 payment transactions.

48 (e) "Firearm" means a weapon that expels a projectile by:

49 (i) an explosive action; or

50 (ii) an action of expanding gases.

51 (f)(i) "Firearm accessory" means:

52 (A) a device specifically designed or adapted to enable an individual to wear, carry,
53 store, or mount a firearm on the individual or on a conveyance; or

54 (B) an item that is used in conjunction with or mounted on a firearm and is not
55 essential to the basic function of the firearm.

56 (ii) "Firearm accessory" includes a detachable firearm magazine.

57 (g) "Firearm entity" means a person that:

58 (i) is a manufacturer, distributor, wholesaler, supplier, or retailer of firearms, firearm
59 accessories, or ammunition; or

60 (ii) owns or operates a shooting range for the recreational or instructional use of
61 firearms.

62 (h) "Firearm trade association" means a person that:

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- 63 (i) operates on a nonprofit basis;
64 (ii) has two or more firearm entities as members; and
65 (iii) is exempt from federal income tax under Section 501(a) of the Internal Revenue
66 Code, as an organization described by Section 501(c) of the Internal Revenue Code.
- 67 (i) "Threshold contract" means a contract that:
68 (A) provides for the payment of \$100,000 or more to the financial service provider that
69 is a party to the contract; and
70 (B) is not a sole source contract.
- 71 (2) A procurement unit may not enter into a threshold contract with a financial service
72 provider that has more than 50 full-time employees unless the financial service provider
73 verifies in writing that the financial service provider:
74 (a) does not have a practice, policy, or directive to discriminate against a firearm entity
75 or firearm trade association; and
76 (b) will not discriminate against a firearm entity or firearm trade association during the
77 term of the threshold contract.