



**FEDERAL ELECTION COMMISSION**  
Washington, DC 20463

July 12, 2023

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Saurav Ghosh, Esq.  
Campaign Legal Center  
1101 14<sup>th</sup> Street N.W.  
Suite 400  
Washington, D.C. 20005

RE: MUR 8021  
Ohio Ordnance Works, Inc.

Dear Mr. Ghosh:

This is in reference to the complaint you filed with the Federal Election Commission on June 29, 2022, alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended (the "Act"). On April 18, 2023, the Commission found reason to believe that Ohio Ordnance Works, Inc. violated 52 U.S.C. § 30119(a) and 11 C.F.R. § 115.2(a) of the Act and Commission regulations by making a prohibited federal contractor contribution. On July 10, 2023, the Commission accepted the signed conciliation agreement with Ohio Ordnance Works, Inc. On that same date, the Commission found no reason to believe that Club for Growth Action and Adam Rozansky in his official capacity as treasurer violated 52 U.S.C. § 30119(a)(2) and 11 C.F.R. § 115.2(c) by knowingly soliciting the federal contractor contribution at issue. Accordingly, the Commission has closed the file in this matter.

Documents related to the case will be placed on the public record within 30 days. *See* Disclosure of Certain Documents in Enforcement and Other Matters, 81 Fed. Reg. 50,702 (Aug. 2, 2016). Copies of the conciliation agreement and the Commission's Factual and Legal Analysis are enclosed for your information.

If you have any questions, please contact me at (202) 746-8564 or [khart@fec.gov](mailto:khart@fec.gov).

Sincerely,

*Kimberly D. Hart*  
Kimberly D. Hart  
Attorney

Enclosures  
Conciliation Agreement  
Factual and Legal Analysis

**FEDERAL ELECTION COMMISSION****FACTUAL AND LEGAL ANALYSIS**

RESPONDENT: Ohio Ordnance Works, Inc.

MUR 8021

**I. INTRODUCTION**

The Complaint alleges that Ohio Ordnance Works, Inc. (“Ohio Ordnance”) made a \$100,000 contribution to Club for Growth Action (“Club Action”) on February 23, 2022, while Ohio Ordnance was a federal contractor in violation of 52 U.S.C. § 30119(a)(1). Although Ohio Ordnance acknowledges that it was party to a “master Contract” with the Defense Logistics Agency that covered the time period in question, it denies that it was a federal contractor at the time that it made a contribution to Club Action because there were no active purchase orders in place during the relevant time period.<sup>1</sup>

The available information indicates Ohio Ordnance was a federal contractor at the time of its contribution to Club Action because it held an indefinite delivery/indefinite quantity contract, a federal contract that facilitates the delivery of supply orders and service orders during a set timeframe. Accordingly, the Commission finds reason to believe that Ohio Ordnance violated 52 U.S.C. § 30119(a)(1) and 11 C.F.R. § 115.2(a).

**II. FACTUAL BACKGROUND**

Ohio Ordnance is a gun manufacturer based in Chardon, Ohio, that sells guns to retail and commercial customers as well as to state and local law enforcement and the federal government.<sup>2</sup> As alleged by the Complaint, Ohio Ordnance states on its website that some of its “notable customers” include the United States Army, United States Marine Corps, the United

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<sup>1</sup> Ohio Ordnance Resp. at 2 (July 29, 2022).

<sup>2</sup> *See Company*, Ohio Ordnance, <https://oow-govmil.com/company> (last visited Mar. 1, 2023).

1 States Department of the Navy and the United States Department of the Air Force.<sup>3</sup> Club Action  
2 is an independent-expenditure-only political committee (“IEOPC”) that registered with the  
3 Commission in 2010.<sup>4</sup>

4 The Complaint alleges that according to USAspending.gov, a website which is the  
5 official source of government spending data, Ohio Ordnance was a federal contractor on  
6 February 23, 2022, when it made a \$100,000 contribution to Club Action.<sup>5</sup> Specifically, the  
7 Complaint alleges that Ohio Ordnance had contracts consisting of a purchase order with the  
8 Department of the Air Force, a delivery order with the Defense Logistics Agency, and an  
9 indefinite delivery/indefinite quantity contract with the Defense Logistics Agency at the time that  
10 it made the contribution to Club Action.<sup>6</sup> Thus, the Complaint alleges that Ohio Ordnance is in  
11 violation of the prohibition on federal contractors making contributions to political committees at  
12 52 U.S.C. § 30119.

13 Ohio Ordnance states in its response that it was “directly solicited” by Club Action to  
14 make a contribution.<sup>7</sup> It asserts that it has held contracts with the Department of Defense over  
15 previous years, but on the date of its contribution, it was not a government contractor and was  
16 unaware of the restriction on government contractor contributions.<sup>8</sup> Ohio Ordnance says that it

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<sup>3</sup> See Compl. at 2 (June 29, 2022) (citing Ohio Ordnance’s website at <https://oowinc.com/onlineshop> (last visited March 1, 2023)). The pages of the Complaint are not numbered. For purposes of this Factual and Legal Analysis, the Commission has numbered the pages of the Complaint.

<sup>4</sup> Club Action Statement of Organization (Aug. 11, 2010).

<sup>5</sup> Compl. at 3 (citing Ohio Ordnance Works, Inc. Recipient Profile, USASPENDING.GOV, <https://www.usaspending.gov/recipient/ee858dfa-fbbf-9d16-44b2-467a3e32e4-P/all> (last visited Mar. 1, 2023)).

<sup>6</sup> Complaint at 3 and Ex. A.

<sup>7</sup> Ohio Ordnance Resp. at 1.

<sup>8</sup> *Id.*

1 asked Club Action whether corporate contributions to Club Action were permissible under  
2 federal law and Club Action “replied in the affirmative.”<sup>9</sup>

3 Ohio Ordnance states that the Complaint assumes it had three government contracts on  
4 the date it made the contribution to Club Action, but asserts that the Complaint “misunderstands  
5 government contracting.”<sup>10</sup> Ohio Ordnance states that it had a “master Contract” issued by the  
6 Defense Logistics Agency on February 1, 2019, which is referenced in Exhibit A of the  
7 Complaint and identified by Award ID Number SPRDL119D0050.<sup>11</sup> The “master Contract”  
8 contained a standard indefinite delivery/indefinite quantity (“IDIQ”) provision which allowed the  
9 federal government to lock in a set price on a contract for a future procurement that might or  
10 might not ever be exercised by the government at some unspecified period in the future.<sup>12</sup>  
11 Specifically, Ohio Ordnance’s contract was for a five-year period, from February 1, 2019 to  
12 December 27, 2023, with a minimum number of 673 and a maximum number 9,375 goods that  
13 might be ordered by the government during the contract period.<sup>13</sup>

14 Ohio Ordnance indicates that the other two contracts identified in the Complaint were  
15 additions or supplements to the “master Contract.”<sup>14</sup> With respect to the contract identified by  
16 Award ID Number SPRDL121F0037 and referenced in Exhibit A of the Complaint, Ohio  
17 Ordnance states that this was a “delivery order,” which was issued by the Defense Logistics

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<sup>9</sup> *Id.*

<sup>10</sup> *Id.* at 2.

<sup>11</sup> See Award Profile Contract Summary, USASPENDING.GOV,  
[https://www.usaspending.gov/award/CONT\\_IDV\\_SPRDL1190050\\_9700](https://www.usaspending.gov/award/CONT_IDV_SPRDL1190050_9700) (last visited Mar. 1, 2023).

<sup>12</sup> *Id.* at 3.

<sup>13</sup> *Id.* at 2.

<sup>14</sup> *Id.*

1 Agency.<sup>15</sup> According to [usaspending.gov](https://www.usaspending.gov), this delivery order was the second order under the  
2 indefinite quantity contract and was for 1,200 receiver cartridges totaling \$4,168,980 with a  
3 starting date of December 21, 2020 and an ending date of February 28, 2022.<sup>16</sup> Because this  
4 delivery order was placed in December 2020 and fulfilled on or about October 20, 2021 and the  
5 final payment by the government was received on October 28, 2021,<sup>17</sup> Ohio Ordnance indicates  
6 that this delivery order was not outstanding or uncompleted on the date of its contribution to  
7 Club Action.<sup>18</sup>

8 With respect to the contract which is identified as Award ID Number FA461322P0003  
9 and referenced in Exhibit A of the Complaint, Ohio Ordnance states that this was a “purchase  
10 order” under the “master Contract.”<sup>19</sup> Ohio Ordnance indicates that this purchase order, dated  
11 December 6, 2021, was a sole-source procurement in which the goods requested by the  
12 government were shipped on December 15, 2021, and the final payment by the government was  
13 received on February 14, 2022.<sup>20</sup> It asserts that it did not consider this purchase order to be a

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<sup>15</sup> *Id.*

<sup>16</sup> *See* Award Profile Contract Summary, USASPENDING.GOV, [https://www.usaspending.gov/award/CONT\\_AWD\\_SPRDL121F0037\\_9700\\_SPRDL119D0050\\_9700](https://www.usaspending.gov/award/CONT_AWD_SPRDL121F0037_9700_SPRDL119D0050_9700) (last visited Mar. 1, 2023). The first delivery order under the indefinite delivery/indefinite quantity contract was from February 13, 2019 to June 12, 2020 for 673 receiver cartridges totaling \$2,423,103. Award Profile Contract Summary, USASPENDING.GOV, [https://www.usaspending.gov/award/CONT\\_AWD\\_SPRDL119F0166\\_9700\\_SPRDL119D0050\\_9700](https://www.usaspending.gov/award/CONT_AWD_SPRDL119F0166_9700_SPRDL119D0050_9700) (last visited Mar. 1, 2023).

<sup>17</sup> Ohio Ordnance Resp. at 2.

<sup>18</sup> *Id.*

<sup>19</sup> *Id.*

<sup>20</sup> *Id.*

1 current government contract on the date of the contribution to Club Action, February 23, 2022,  
2 and no additional orders were either guaranteed or expected to be placed by the government.<sup>21</sup>

3 Ohio Ordnance asserts that it has not had any discussion or negotiation with the federal  
4 government relative to the IDIQ provision of the “master Contract.”<sup>22</sup> It states it “has no  
5 reasonable expectation that the IDIQ provision of that contract will ever be exercised by the  
6 government,” that it “considers that it has fully fulfilled and completed its work on master  
7 Contract,” and that it held a good faith belief that it did hold any outstanding government  
8 contracts on February 23, 2022, the date of its contribution to Club Action.<sup>23</sup> Thus, it requests  
9 that the Commission take no further action against Ohio Ordnance and dismiss the Complaint as  
10 to Ohio Ordnance.<sup>24</sup>

### 11 III. LEGAL ANALYSIS

#### 12 A. The Commission Finds Reason to Believe that Ohio Ordnance Violated the 13 Federal Contractor Contribution Prohibition

14  
15 A “contribution” is defined as “any gift . . . of money or anything of value made by any  
16 person for the purpose of influencing any election for Federal office.”<sup>25</sup> Under the Act, a federal  
17 contractor may not make contributions to political committees.<sup>26</sup> Specifically, the Act prohibits  
18 “any person . . . [w]ho enters into *any contract* with the United States . . . for the rendition of  
19 personal services or furnishing any material, supplies, or equipment to the United States or any

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21 *Id.* at 3.

22 *Id.*

23 *Id.*

24 *Id.*

25 52 U.S.C. § 30101(8)(A)(i).

26 52 U.S.C. § 30119(a); 11C.F.R. § 115.2.

1 department or agency thereof” from making a contribution “if payment for the performance of  
2 such contract . . . is to be made in whole or in part from funds appropriated by the Congress.”<sup>27</sup>  
3 These prohibitions begin to run at the beginning of negotiations or when proposal requests are  
4 sent out, whichever occurs first, and end upon the completion of performance of the contract or  
5 the termination of negotiations, whichever occurs last.<sup>28</sup> And these prohibitions apply to a  
6 federal contractor who makes contributions to any political party, political committee, federal  
7 candidate, or “any person for any political purpose or use.”<sup>29</sup> In addition, it is unlawful for any  
8 person knowingly to solicit any such contribution from any such person for any such purpose  
9 during any such period.<sup>30</sup>

10 The plain language of section 30119 covers “any contract with the United States or any  
11 department or agency thereof.”<sup>31</sup> Consistent with the statute, the Commission’s Explanation and  
12 Justification for the federal contractor contribution prohibition regulation at 11 C.F.R. § 115  
13 states that the prohibition “covers all contracts entered into with the federal government.”<sup>32</sup>

14 Under federal acquisitions regulations, “[a] wide selection of contract types is available to  
15 the Government and contractors in order to provide needed flexibility in acquiring the large  
16 variety and volume of supplies and services required by agencies.”<sup>33</sup> An indefinite delivery

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<sup>27</sup> 52 U.S.C. § 30119(a)(1) (emphasis added); *see also* 11 C.F.R. part 115.

<sup>28</sup> 52 U.S.C. § 30119(a)(1); 11 C.F.R. § 115.1(b).

<sup>29</sup> 52 U.S.C. § 30119(a)(1); 11 C.F.R. § 115.2.

<sup>30</sup> 52 U.S.C. § 30119a)(2); 11 C.F.R. § 115.2(c).

<sup>31</sup> 52 U.S.C. § 30119(a)(1).

<sup>32</sup> Explanation and Justification for Part 115, H.R. Doc. No. 95-44 at 120 (1977), <https://www.fec.gov/resources/cms-content/documents/95-44.pdf>; *see also* Factual and Legal Analysis at 7-8, MUR 7886 (Astellas Pharma U.S. Inc.) (citing the Explanation and Justification).

<sup>33</sup> 48 C.F.R. § 16.101.

1 contract is a specific type of a federal government contract<sup>34</sup> that facilitates the delivery of  
2 supply and service orders during a set timeframe.<sup>35</sup> There are three types of indefinite delivery  
3 contracts including an indefinite quantity contract.<sup>36</sup> An indefinite quantity contract is defined as  
4 a contract for an indefinite quantity, within stated limits, of supplies or services during a fixed  
5 period.<sup>37</sup> Under an indefinite quantity contract, the contract shall require the government to  
6 order and the entity to furnish at least a stated minimum, and if ordered, the entity is to furnish  
7 any additional quantities not to exceed a stated maximum.<sup>38</sup> Ohio Ordnance’s “master Contract”  
8 with the Defense Logistics Agency, Award ID Number SPRDL19D0050, is a contract covered  
9 by that provision.<sup>39</sup>

10 In a previous matter, MUR 7886 (Astellas Pharma U.S., Inc.), the Commission found  
11 reason to believe that Astellas Pharma violated 52 U.S.C. § 30119(a) and 11 C.F.R. § 115.2(a)  
12 where the company had a type of indefinite delivery/indefinite quantity contract, a Federal  
13 Supply Schedule (“FSS”), in which sales are not guaranteed and once the FSS is awarded, the  
14 vendor is added to the list of approved suppliers from which multiple agencies may choose to  
15 make purchases.<sup>40</sup> Accordingly, under the plain language of the statute, which applies to “any

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<sup>34</sup> See 48 C.F.R. Part 16 (setting forth types of federal contracts, including “indefinite-delivery contracts”).

<sup>35</sup> See *Indefinite Delivery Contract*, Federal Procurement Data Systems, [https://www.fpds.gov/help/Indefinite\\_Delivery\\_Contract.htm](https://www.fpds.gov/help/Indefinite_Delivery_Contract.htm) (last visited Mar. 1, 2023).

<sup>36</sup> *Id.*; 48 C.F.R. § 16.501-2(a).

<sup>37</sup> 48 C.F.R. § 16.504.

<sup>38</sup> See *Delivery Contract*, Federal Procurement Data Systems, [https://www.fpds.gov//Delivery\\_Contract.htm](https://www.fpds.gov//Delivery_Contract.htm) (last visited Mar. 1, 2023); see also Complaint at 4.

<sup>39</sup> See Award Profile Contract Summary, USASPENDING.GOV, [https://www.usaspending.gov/award/CONT\\_IDV\\_SPRDL1190050\\_9700](https://www.usaspending.gov/award/CONT_IDV_SPRDL1190050_9700) (last visited Mar. 1, 2023).

<sup>40</sup> See Certification (Cert.) ¶ 1 (Jan. 12, 2022), MUR 7886 (Astellas Pharma U.S., Inc.); see also MUR 7843 (Marathon Petroleum Company LP) (Commission found reason to believe that Marathon violated the prohibition on federal contractor contributions and conciliated with Marathon where Marathon held an indefinite delivery contract with a federal agency). Marathon Resp. at 3, note 5 (Jan. 12, 2021) (citing to respondent’s performance reflected in



1 contract with the United States,” and Commission precedent, Ohio Ordnance’s “master  
2 Contract,” which is an indefinite delivery/indefinite quantity contract, is a contract for purposes  
3 of section 30119.

4 Ohio Ordnance contends that it did not consider itself to be a federal contractor at the time  
5 of the contribution because it had fulfilled purchase or delivery orders under the contracts  
6 including supplying the minimum number of goods specified in the “master Contract,” and there  
7 was no purchase order outstanding. However, the indefinite delivery/indefinite quantity contract  
8 remained – and remains – an existing federal contract. This contract had a defined time period of  
9 five years, in which the federal government could make future orders. Nevertheless, Ohio  
10 Ordnance states that it did not consider this delivery to be a current or existing “government  
11 contract” on February 23, 2022, the date of the contribution.

12 Ohio Ordnance’s argument is unavailing. As set forth above, Ohio Ordnance’s “master  
13 Contract” is a “contract” for purposes of section 30119(a)(1) and was in effect from February  
14 2019 through December 2023, covering the time when Ohio Ordnance made its contribution to  
15 Club for Growth Action.<sup>41</sup> Although the company had fulfilled two previous orders placed by  
16 the Defense Logistics Agency, the agency could request additional delivery orders until  
17 December 27, 2023, which Ohio Ordnance would be obligated to perform. Specifically, the  
18 federal government could request additional orders totaling up to 7,502 receiver cartridges, based  
19 on the stated maximum of 9,375 receiver cartridges less the first delivery order of 673 receiver

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the “Indefinite Delivery Vehicle Summary” at USASpending.gov; Cert. ¶ 4.a (Oct. 22, 2021), MUR 7843 (Marathon); Cert. ¶ 1 (Feb. 14, 2022), MUR 7843 (Marathon).

<sup>41</sup> See Ohio Ordnance Resp. at 2.

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1 cartridges and the second delivery order of 1,200 receiver cartridges, during the time period  
2 covered by the contract.

3 Under these circumstances, Ohio Ordnance was a federal contractor on February 23, 2022,  
4 when it made a \$100,000 contribution to Club Action. Therefore, the Commission finds reason  
5 to believe that Ohio Ordnance violated 52 U.S.C. § 30119(a)(1) and 11 C.F.R. § 115.2(a).

**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of	)	
	)	MUR 8021
Ohio Ordnance Works, Inc.	)	
	)	

**CONCILIATION AGREEMENT**

This matter was initiated by a signed, sworn, and notarized Complaint filed with the Federal Election Commission ("Commission"). The Commission found reason to believe that Ohio Ordnance Works, Inc. ("Respondent") violated 52 U.S.C. § 30119(a)(1) and 11 C.F.R. § 115.2(a) by making a contribution while Respondent is a federal government contractor.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 52 U.S.C. § 30109(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts and law in this matter are as follows:

1. Respondent is a company located in Chadron, Ohio, that manufactures guns and currently holds an indefinite delivery/indefinite quantity contract with the Defense Logistics

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Agency, an agency within the United States Department of Defense, that began on February 1, 2019 and ends on December 27, 2023.

2. On February 23, 2022, Respondent made a \$100,000 contribution to Club for Growth Action (“Club Action”), an independent expenditure-only political committee.

3. On May 18, 2023, Club Action refunded Respondent’s \$100,000 contribution.

V. The pertinent law in this matter is as follows:

1. The Federal Election Campaign Act of 1971 as amended (the “Act”) and the Commission’s regulations bar contributions to political committees by any person who enters into a contract with the United States or its departments or agencies for “furnishing any material, supplies, or equipment,” if payment on such contract “is to be made in whole or in part from funds appropriated by Congress.” 52 U.S.C. § 30119(a)(1); 11 C.F.R. § 115.2(a). Such contribution is barred for the period between (1) the earlier of commencement of negotiations or when requests for proposal are sent out, and (2) the later of the completion of performance on or termination of negotiations for the contract. 11 C.F.R. § 115.1(b).

2. These prohibitions apply to a federal contractor who makes contributions to any political party, political committee, federal candidate, or “any person for any political purpose or use.” 11 C.F.R. § 115.2(a).

VI. Respondent violated 52 U.S.C. § 30119(a)(1) and 11 C.F.R. § 115.2(a) by making a \$100,000 federal contractor contribution.

VII. Respondent will take the following actions:

1. Respondent will pay a civil penalty to the Commission in the amount of Nineteen Thousand Dollars (\$19,000) pursuant to 52 U.S.C. § 30109(a)(5)(A).

2. Respondent will cease and desist from violating 52 U.S.C. § 30119(a)(1) and

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11 C.F.R. § 115.2(a).

VIII. The Commission, on request of anyone filing a complaint under 52 U.S.C. § 30109(a)(1) concerning the matters at issue herein or on its own motion may review compliance with this Agreement. If the Commission believes that this Agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

IX. This Agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire Agreement.

X. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

XI. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lisa J. Stevenson  
Acting General Counsel

BY: **Charles Kitcher** Digitally signed by Charles Kitcher  
Date: 2023.07.11 16:01:21 -04'00'  
Charles Kitcher  
Associate General Counsel  
for Enforcement

7/11/23  
Date

FOR THE RESPONDENT:

WM B Canfield  
(Name)  
(Title) WM. B. CANFIELD  
COUNSEL TO THE  
RESPONDENT

6/7/23  
Date