



**FEDERAL ELECTION COMMISSION**  
Washington, DC 20463

July 12, 2023

**Via Electronic Mail**

William B. Canfield, III, Esq.  
6723 Whittier Avenue  
Suite 201  
McLean, Virginia 22101

RE: MUR 8021  
Ohio Ordnance Works, Inc.

Dear Mr. Canfield:

On July 10, 2023, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of your client, Ohio Ordnance Works, Inc., in settlement of a violation of 52 U.S.C. § 30119(a) and 11 C.F.R. § 115.2(a), provisions of the Federal Election Campaign Act of 1971, as amended, and Commission regulations. The Commission also voted to close the file.

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). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. *See* 52 U.S.C. § 30109(a)(4)(B).

Enclosed, you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact me at (202) 746-8546 or [khart@fec.gov](mailto:khart@fec.gov).

Sincerely,

*Kimberly D. Hart*  
Kimberly D. Hart  
Attorney

Enclosure: Conciliation Agreement

**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

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

MUR 8021 (Ohio Ordnance Works, Inc.)  
Conciliation Agreement  
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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