

BEFORE THE FEDERAL ELECTION COMMISSION

CAMPAIGN LEGAL CENTER
1101 14th Street, NW, Suite 400
Washington, DC 20005
(202) 736-2200

v.

MUR No. _____

OHIO ORDNANCE WORKS, INC.
P.O. Box 687
Chardon, OH 44024

COMPLAINT

1. Ohio Ordnance Works, Inc. (“Ohio Ordnance Works”) is a gun manufacturer that has been awarded more than \$7.9 million in contracts to supply guns and gun accessories to the federal government. On February 23, 2022, Ohio Ordnance Works made a \$100,000 political contribution to Club for Growth Action, a super PAC, while it had multiple open contracts with federal agencies. In doing so, Ohio Ordnance Works violated federal campaign finance laws that expressly prohibit federal contractors from making political contributions, a prohibition that has for decades served as a bulwark against corruption and the appearance of corruption by avoiding the creation of a “pay to play” culture in which companies benefiting from taxpayer-funded federal contracts receive favored treatment in exchange for their political contributions.
2. This complaint is filed pursuant to 52 U.S.C. § 30109(a)(1) and is based on information and belief that Ohio Ordnance Works violated the Federal Election Campaign Act of 1971 (“FECA”) prohibition on federal contractor contributions by contributing \$100,000 to Club for Growth Action.¹

¹ 52 U.S.C. § 30109(a)(1).

3. If the Federal Election Commission (“FEC” or “Commission”), “upon receiving a complaint . . . has reason to believe that a person has committed, or is about to commit, a violation of [the Federal Election Campaign Act] . . . [t]he Commission *shall* make an investigation of such alleged violation”²

FACTS

4. Club for Growth Action is an independent-expenditure only political committee (“IEOPC”) that registered with the Commission on August 9, 2010.³ Its treasurer is Adam Rozansky.⁴
5. Club for Growth Action reported receiving a \$100,000 contribution from Ohio Ordnance Works on February 23, 2022. Ohio Ordnance Works disclosed an address of P.O. Box 687, Chardon, OH, 44024.⁵
6. On its website, Ohio Ordnance Works describes having “a long history of building firearms . . . supplying substantial amounts of light, medium, and heavy machine guns, small arms manufactured and modified for training simulators, and providing machine gun mounts and cradles to customers all over the world.”⁶ Its website lists its address as PO Box 687, Chardon, Ohio 44024, which matches the address provided in connection with the \$100,000 contribution to Club for Growth Action. A scrolling graphic on the site also touts that “notable customers include” the United States Marine Corps, the Department of the Navy, the Department of the Air Force, the United States Army, the Department of Energy, the Department of Homeland Security, and the Department of State.⁷

² 52 U.S.C. § 30109(a)(2) (emphasis added); *see also* 11 C.F.R. § 111.4(a)

³ Club for Growth Action, Statement of Org. at 1 (Aug. 9, 2010).

⁴ Club for Growth Action, Amend. Statement of Org. at 1 (Feb. 4, 2019).

⁵ Club for Growth Action, Amend. March 2022 Monthly Report at 19 (Apr. 19, 2022).

⁶ Ohio Ordnance Works, OOW History, <https://oow-govmil.com/company/> (last visited Jun. 24, 2022).

⁷ Ohio Ordnance Works, <https://www.oowinc.com/onlineshop/> (last visited Jun. 24, 2022). *See* Exhibit B (website screenshot).

7. According to USASpending.gov, “the official source for spending data for the U.S. Government,”⁸ Ohio Ordnance Works has been awarded more than \$7.9 million in federal contracts, including purchase orders, delivery orders, and indefinite delivery vehicles (IDV) from the Department of Defense (DOD) and Department of Energy (DOE) since 2008.⁹
8. As detailed in the attached table,¹⁰ Ohio Ordnance Works had multiple federal contracts open at the time it made a \$100,000 contribution to Club for Growth Action:
 - A purchase order with the Department of the Air Force;¹¹
 - A delivery order with the Defense Logistics Agency;¹²
 - An indefinite delivery / indefinite quantity (IDIQ) contract with the Defense Logistics Agency.¹³

SUMMARY OF THE LAW

9. Under FECA, a “contribution” is defined as “any gift . . . of money or anything of value made by any person for the purpose of influencing any election for Federal office.”¹⁴
10. FECA prohibits a federal contractor from making any “contribution to any political party, committee, or candidate for public office” at any time between the commencement of

⁸ USASpending.gov, *Mission*, <https://www.usaspending.gov/#/about> (last visited Jun. 24, 2022).

⁹ USASpending.gov, Recipient Profile Ohio Ordnance Works, Inc. <https://www.usaspending.gov/recipient/ee858dfa-fbbf-9d16-44b2-467a3ecc32e4-C/all> (last visited Jun. 24, 2022). See “Indefinite Delivery Vehicle,” <https://www.usaspending.gov/?glossary=indefinite-delivery-vehicle-idv> (“Indefinite Delivery Vehicle (IDV): Vehicle to facilitate the delivery of supply and service orders. IDV Types include: Blanket Purchase Agreement (BPA); Basic Ordering Agreement (BOA); Government-Wide Acquisition Contract (GWAC); Multi-Agency Contract; Indefinite Delivery Contract (IDC); Federal Supply Schedule (FSS).”).

¹⁰ Table of Federal Contracts (attached as Exhibit A).

¹¹ USASpending.gov, Purchase Order (PO) PIID FA461322P0003, https://www.usaspending.gov/award/CONT_AWD_FA461322P0003_9700_-NONE_-NONE- (last visited Jun. 24, 2022).

¹² USASpending.gov, Delivery Order (DO) PIID SPRDL121F0037, https://www.usaspending.gov/award/CONT_AWD_SPRDL121F0037_9700_SPRDL119D0050_9700 (last visited Jun. 24, 2022).

¹³ USASpending.gov, Indefinite Delivery / Indefinite Quantity (IDIQ) Contract PIID SPRDL119D0050, https://www.usaspending.gov/award/CONT_IDV_SPRDL119D0050_9700 (last visited Jun. 24, 2022).

¹⁴ 52 U.S.C. § 30101(8)(A)(i).

negotiations for a federal contract and the completion of performance or termination of negotiations for the contract.¹⁵

11. FECA additionally prohibits any person from knowingly soliciting such a contribution from a federal contractor.¹⁶
12. Under government contracting law, indefinite delivery contracts are a type of federal contract.¹⁷ Federal regulations provide that such contracts “*must require the Government to order and the contractor to furnish at least a stated minimum quantity of supplies or services,*” and “*if ordered, the contractor must furnish any additional quantities, not to exceed the stated maximum.*”¹⁸
13. The contractor contribution ban applies to any person “who enters into any contract with the United States or any department or agency thereof” for “the rendition of personal services” or for “furnishing any material, supplies, or equipment,” or for “selling any land or building,” if “payment for the performance of such contract or payment for such material, supplies, equipment, land, or building is to be made in whole or in part from funds appropriated by the Congress.”¹⁹

¹⁵ 52 U.S.C. § 30119(a)(1).

¹⁶ 52 U.S.C. § 30119(a)(2).

¹⁷ 48 C.F.R. § 16.504 (“**Description.** An indefinite-quantity contract provides for an indefinite quantity, within stated limits, of supplies or services during a fixed period.”); *id.* § 13.303-1 (“A blanket purchase agreement (BPA) is a simplified method of filling anticipated repetitive needs for supplies or services by establishing “charge accounts” with qualified sources of supply.”).

¹⁸ *Id.* § 16.504(a)(1) (emphases added); *see* Factual and Legal Analysis at 3, MUR 7843 (Marathon Petroleum Company LP) (finding reason to believe respondents violated the federal contractor contribution ban by making IEOPC contributions while negotiating or performing under IDV federal contracts).

¹⁹ 52 U.S.C. § 30119(a)(1); 11 C.F.R. § 115.1(a).

14. The contractor contribution ban applies from when a request for proposals is sent out (or when contractual negotiations commence) until the completion of performance of the contract or the termination of negotiations.²⁰
15. The Commission has made clear since at least 2011 that the government contractor prohibition applies to contributions to IEOPCs: in MUR 6403, the Commission emphasized that a contractor making a contribution to a political committee to fund independent expenditures is not itself making an expenditure; therefore, a contribution to such a committee falls “squarely within the statute’s prohibitions.”²¹
16. Moreover, in 2017, the Commission noted that there is no de minimis exception to the federal contractor contribution, finding that even if a contributor’s federal contract work is only a “small fraction” of its overall business, this “does not negate the company’s status as a federal contractor.”²²
17. Even when the prohibited contractor contribution has been refunded, the Commission has pursued enforcement action. In 2019, the Commission found reason to believe federal contractor Ring Power Corporation violated Section 30119 when it contributed \$50,000 to an IEOPC, finding that Ring Power’s remedial measures, including obtaining a refund of the illegal contribution from the IEOPC, “do not excuse the violation.”²³
18. The federal contractor ban applies in circumstances where there is “a very specific quo for which the contribution may serve as the quid,” and it was upheld unanimously by the en banc

²⁰ 52 U.S.C. § 30119(a)(1); 11 C.F.R. § 115.1(b).

²¹ Factual and Legal Analysis at 5, 9, MUR 6403 (Alaskans Standing Together).

²² Factual and Legal Analysis at 4-5, MUR 7099 (Suffolk Construction Co., Inc.) (finding reason to believe that federal contractor Suffolk Construction Company, Inc. violated 52 U.S.C. § 30119(a)(1) by contributing \$200,000 to an IEOPC).

²³ Factual and Legal Analysis at 4, MUR 7451 (Ring Power Corp.); see Factual and Legal Analysis at 2-3, MUR 7568 (Alpha Marine Servs., Inc.) (same).

U.S. Court of Appeals for the D.C. Circuit in *Wagner v. FEC*, where the court stated that “the record offers every reason to believe that, if the dam barring contributions were broken, more money in exchange for contracts would flow through the same channels already on display.”²⁴

CAUSE OF ACTION

I. OHIO ORDNANCE WORKS, INC. VIOLATED THE FEDERAL CONTRACTOR CONTRIBUTION BAN

19. FECA and Commission regulations prohibit a federal contractor from making a contribution to any political committee during the period in which a federal contract is being negotiated or performed.²⁵
20. According to USAspending.gov, Ohio Ordnance Works is a federal contractor, and was a federal contractor when it made a \$100,000 contribution to Club for Growth Action on February 23, 2022.²⁶ Specifically, at the time it made the contributions at issue, Ohio Ordnance Works had multiple active contracts²⁷ to “furnish[] any material, supplies, or equipment to the United States or any department or agency thereof,” in particular, the Department of the Air Force and the Defense Logistics Agency.²⁸
21. Consequently, there is reason to believe that Ohio Ordnance Works, a federal contractor, violated FECA’s federal contractor contribution ban by making a \$100,000 contribution to an IEOPC, Club for Growth Action, during the period its federal contracts were being negotiated and/or performed.

²⁴ *Wagner v. FEC*, 793 F.3d 1, 18, 22 (D.C. Cir. 2015) (en banc).

²⁵ 52 U.S.C. § 30119(a)(1); 11 C.F.R. Part 115.

²⁶ *See supra* ¶ 8.

²⁷ *See* Exhibit A.

²⁸ 52 U.S.C. § 30119(a)(1).

PRAYER FOR RELIEF

22. Wherefore, the Commission should find reason to believe that Ohio Ordnance Works, Inc. violated 52 U.S.C. § 30101 *et seq.*, and conduct an immediate investigation under 52 U.S.C. § 30109(a)(2).
23. The Commission should seek appropriate sanctions for any and all violations, including civil penalties sufficient to deter future violations and an injunction prohibiting the respondents from any and all violations in the future, and should seek such additional remedies as are necessary and appropriate to ensure compliance with the FECA.

Respectfully submitted,

/s/ Saurav Ghosh
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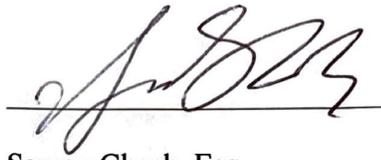
Saurav Ghosh, Esq.
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Counsel to the Campaign Legal Center
June 29, 2022

VERIFICATION

The complainant listed below hereby verify that the statements made in the attached Complaint are, upon their information and belief, true.

Sworn pursuant to 18 U.S.C. § 1001.

For Complainant Campaign Legal Center



Saurav Ghosh, Esq.

Sworn to and subscribed before me this 29th day of June 2022.



Notary Public



EXHIBIT A

Ohio Ordnance Federal Contracts & IDV Open at the Time of Contribution To Club For Growth Action

Award ID	Start Date	End Date	PSC	Description	Awarding Agency	Awarding Sub Agency	Contract Award Type
FA461322P0003	12/6/21	3/2/22	1095: MISCELLANEOUS WEAPONS	WEAPON TRAINING AIDS	Department of Defense (DOD)	Department of the Air Force	Purchase Order
SPRDL121F0037	12/21/20	2/28/22	1005: GUNS, THROUGH 30MM	DELIVERY ORDER FOR 1200 EA. RECEIVER, CARTRIDGE, NSN: 1005-01-172-7725.	Department of Defense (DOD)	Defense Logistics Agency (DLA)	Delivery Order
SPRDL119D0050	2/1/19	12/27/23	1005: GUNS, THROUGH 30MM	5 YEAR LTC FOR RECEIVER CARTRIDGE: MIN: 673 EA / MAX: 9,375 EA. NSN: 1005-01- 172-7725	Department of Defense (DOD)	Defense Logistics Agency (DLA)	Indefinite Delivery / Indefinite Quantity (IDIQ) Contract

EXHIBIT B



Contact Information



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ADDRESS

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