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Capital Without Conscience: The 2026 Buy-Doctrine and the War We Will Lose in the Deal Book

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I. Opening

Capital without conscience is how we lose the next war — and the next budget.

That sentence is not a flourish. It is a forecast. Two pieces of paper now define the acquisition perimeter for the next thirty-six months:

1. The Secretary of War Pete Hegseth 's (and the Office of the Under Secretary of War for Acquisition & Sustainment) Acquisition Transformation Strategy, issued November 7, 2025, which restructures the chain of command inside the defense acquisition system away from the program executive office model that has anchored the United States Department of War since the early 2000s.
2. The April 2025 The White House executive order modernizing defense acquisitions and spurring innovation in the industrial base.

Both instruments elevate procurement integrity to a strategic weapons system. Neither is treated as one by most of the senior leaders reading this column.

That is the gap. The deal book is now the operational target. Everything else — kill chains, autonomous swarms, golden dome architecture, federated AI, ISR-tasking doctrine — is downstream of who writes the contract, who passes the cost data, and whose ownership stack ends in a place authorized to touch U.S. national security data. This column is written for that gap.

If you sit in a PEO chair, command a COCOM, lead a DoW Super Intelligence Office - SIO (formerly CDAO) line of effort, carry SES authority at any SEC/UNSEC/Director front office, run an OSBP, or sit on a prime's federal programs board — the seven sections below are the operating environment you are entering. Read them as a peer-to-peer brief. Treat the soft language in their procurement memos as the soft underbelly of your program.

Two operational facts sharpen the point:

1. The FY26 NDAA authorizes an FY27 budget execution cycle in which acquisition authority is being re-routed away from the PEO chair and toward portfolio acquisition executives and capability leads under the new transformation memo.
2. The US Government Accountability Office continues to flag persistent challenges in United States Department of War acquisition reform, finding that even with new OT-authority pathways, the United States Department of War struggles to ingest the volume of prototype-to-production transitions the budget anticipates (GAO — Defense Acquisition Reform). The leadership shake-up is not cosmetic. The controllership is moving. Your signature on a contract is no longer the strategic instrument you were trained to believe it was.

II. The 2026 Buy-Doctrine

The doctrine is no longer a draft. It is a stack.

At the cloud top sits the Joint Warfighting Cloud Capability. By August 2025, the Defense Information Systems Agency reported more than $3 billion in JWCC task orders to the four

cloud service providers. By year-end that figure was being quoted as $3.9 billion across the fiscal year. Oracle announced its own firm-fixed-price JWCC task order on April 15, 2025, and the US Navy followed with a Neptune-aligned JWCC task-order announcement on June 16, 2026. Every task order written off JWCC becomes a pipeline that silently inherits classification tiers, FedRAMP-High access control, and the new rule that a contractor's CUI hygiene is itself a contractual artifact — not a check-the-box after-the-fact.

Underneath the cloud is the institutional stack:

- The Department of War Office of Industrial Base Growth at business.defense.gov — which as of late summer 2026 is showing the Department of War Office of Industrial Base Growth standing up with an effective date of November 10, 2026;
- The Defense Procurement and Acquisition Policy directorate (John Tenaglia) at the United States Department of War level (DPAP) which now owns price-tag discipline;
- The Defense Acquisition University refreshed price-tag and should-cost training bodies; and,
- The standing small-business preference stack (SDVOSB at 5% per Section 880 of P.L. 118-31 and the FY24 NDAA).

Then comes the legislation:

- The FY26 NDAA, signed December 2025, is being called "the most significant acquisition reforms in a generation" by the U.S. House of Representatives Armed Services Committee.
- Section 804 formally codifies the Middle Tier of Acquisition pathway; Section 805 — true to its name in this NDAA — covers technical data and the "right to repair" question with software acquisition pathways attached. Two practitioner reads you should keep on your desk: PilieroMazza's six key takeaways and Crowell's summary.
- The DFARS Part 200 series overhaul and the FAR Part 12 commercial-items surge accompany the NDAA. FAR Part 12 used to be a procurement curiosity for primes; in 2026, PEOs are being directed to use it.

III. CMMC 2.0 as the Floor

The CMMC 2.0 final rule is in force at 32 CFR Part 170, effective December 16, 2024. It rides on the four-clause DFARS chassis:

1. 252.204-7012 (safeguarding covered defense information and cyber incident reporting), with -7019, -7020, and -7021 layering in the notice of NIST SP 800-171 assessment results, the SPRS submission, and the CMMC Level-required contractual clause (DFARS 252.204.-7021).
2. The 48 CFR acquisition-side final rule was published September 10, 2025, and the CyberAB remains the accreditation body for the assessor ecosystem.

Now the floor cracks. As of mid-2026, fewer than roughly 100 authorized C3PAOs exist to serve an estimated 80,000-to-120,000 DIB contractors who will need Level 2 CMMC, with assessments running 6-to-8 weeks per project. The math is impossible at full demand.

CyberAB-conducted assessments cannot clear the backlog before the conditional-period clock starts ticking. The United States Department of War 's (Office of the DoW Chief Information Officer 's) July 2026 suspension of CMMC Phase 2 is a tell — the system could not honor its own timetable.

Here is the specific consequence every PEO and OSBP should expect. A conditional CMMC status runs 180 days. A Level 2 re-compete is initiated today. The prime's authorized C3PAO slot is already booked for Q3 evaluations. The sub does not have a C3PAO. The conditional window expires before assessment completion.

Under DFARS 252.204-7021, the contracting officer's discretion turns into a contractual bar — and the option-year triggers that the re-compete depends on evaporate. The contract does not get paused. It gets re-sourced.

IV. OTA & OT Authority

The OT market is no longer a sideline. As of mid-2026, government-wide OT spending is being measured in the $18.3 billion neighborhood, the Adaptive Acquisition Framework has multiplied the approved pathways, and FAR Part 12 commercial-item treatment is doing the routine work that OT used to be the only escape from.

Consortiums are the velocity layer. S2MARTS, the United States Department of War Ordnance Technology Consortium (DOTC), and the SDI consortium-style vehicles have gone from procurement novelty to first-line vehicle for prototyping and follow-on production. PEOs writing business cases against the old FAR Part 15 timeline are writing business cases for failure.

The Acquisition Transformation Strategy memos direct officials to prefer OTAs and Commercial Solutions Openings. Industry should read that as a directive to make OT the default submission language. Programs should read that as a directive to stand up OT consortium-based staff capacity before, not after, the FY26 obligation rush. The non-traditional defense contractor NDTC pathway is no longer a waiver channel — it is the primary lane, and if your program office does not have an NDTC onboarding workflow staffed, the obligation will land on a peer program that does.

V. Small Business & OSBP Landscape

The United States Department of War's, and more specifically, the Department of War Office of Industrial Base Growth 's. FY26 posture is moving beyond goal-setting and into systemic small-business utilization as strategic function. The FY26 NDAA confirmed $1.3 billion specifically for small business innovation programs. SBIR/STTR Phase III sole-source transitions are increasingly the outcome PEOs are designing for, not the bonus they stumble into. The trainer and mentor communities have noticed — APEX Accelerators, the SBA Mentor-Protégé network, and the Procurement Technical Assistance Centers are operating as the silent recruitment pipeline for the Department of War Office of Industrial Base Growth, and they are not being briefed into your acquisition strategy.

The set-aside stack has stacked higher, not wider. SDVOSB at 5%, WOSB, HUBZone, and SBA Mentor-Protégé JV layer in volume. Against a federal contracting base that hit approximately $793 billion in FY25 obligations — a $17.8 billion year-over-year increase — small-business dollars are no longer the boutique allocation.

They are a major procurement pool that primes now compete inside, not around. The Section 880 SDVOSB elevation to 5% (carried in P.L. 118-31, the FY24 NDAA) is being treated by too many program offices as a goal on a scorecard rather than a contracting mix mandate. Treat it as a mix mandate. Scorecard numbers are inputs to congressional pressure; mix changes are inputs to your program's score under the transformation memo's portfolio review.

VI. Capital with Conscience

Procurement integrity is not the ethics briefing. It is the price of staying in the game.

CFIUS alignment locks FOCI mitigation directly into the deal book — who owns the contractor, who controls the contractor, who funds the contractor. The April 2025 EO on supply-chain integrity and the FY26 NDAA's heightened ownership and control disclosure provisions function as a contractually significant gate. A contractor survives the source-selection board only to fail the ownership/control review.

This is the asymmetry the DOW has engineered:

- It is cheaper to disqualify on disclosure than to debrief a protested award, and the contracting community has not internalized it.

The IC understands the principle — the Office of the Director of National Intelligence 's threat-finance overlay already treats ownership-transparency as mission assurance. Civilian federal agencies beyond the United States Department of War will follow the same gravity as their contracting officers see the procurement record.

The integrity test in 2026 is operational, not aspirational. The contractor who pirates a C3PAO slot. The contractor who secures conditional CMMC status and lets it lapse quietly. The subcontractor whose beneficial ownership trail ends at a non-disclosed limited partner. The prime that runs a tier-one front to mask a tier-two foreign capital stack. Each of these is not a paperwork failure. Each is now a market exit. The United States Department of War is signaling that the next sanctions list will be a contractor list, sourced from the primes' own tier-one submissions.

You will not see the team's name. You will see the contract's option-year not exercised. That is the way ownership disclosure becomes an operational weapon, and it is the new cruelty of an integrity-first buy-doctrine. FY26 NDAA Section 861-style disclosure burdens are no longer a deliverable due after award. They are a price component priced in at bid time, and the contracting officer is reading them like a pricer reads a cost breakdown — first, line by line, before they read your past performance.

VII. Three Moves for PEOs / PMs / OSBPs

1. Stand up an internal CMMC 2.0 war room now. Do not wait for Phase 2 to come back on the calendar. Run the C3PAO capacity math against your own subs' requirement. If the math does not clear with comfortable margin, you have a portfolio procurement risk, not a cybersecurity risk. The right staffing model is a contracting officer, a C3PAO liaison, an IP counsel, and a supply-chain manager — meeting weekly — and the deliverable is a sub-

tier remediation roadmap with accountability owners, not a policy white paper. Anything less is theater.

2. Re-tool your acquisition strategy around the Section 804 Middle Tier of Acquisition pathway, OT authority, and FAR Part 12 commercial-item treatment. Stop briefing business cases against the FAR Part 15 timeline. That timeline ends the program. Build an OT consortium-based posture with the velocity to obligate inside the FY26 window or hand the obligation to a peer program. The Acquisition Transformation Strategy memo and the November 2025 implementation memos direct officials to prefer OT and CSO pathways — that is an instruction you brief against, not around.
3. Build an ownership/control disclosure discipline as a pricer, not a paperwork afterthought. CFIUS, FOCI, and the FY26 NDAA disclosure provisions are a contractually significant gate. Front-load them as a price component, not as a deliverable due after award. The contractors who survive this environment will survive because they priced the disclosure burden into the bid, not because their lawyers fixed it after award. Audit your current supplier base by beneficial-ownership trail now — the prime whose tier-one partner is masked behind an LLC shielded by a non-disclosed LP is not the prime whose option-year you will want to renew in Q2.

If you are a PEO, PM, or OSBP in the United States Department of War , IC, or any federal agency — and you want a rigorous peer review of any of these three moves in your portfolio, drop a comment. The deal book is the next war.

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🔍 About the Author

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