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Question 1

Question Type: MultipleChoice

A progress report from many observers, and technical reviews and audits is called:

Options:

- A- Direct observation
- B- Indirect observation
- C- Contractual audit
- D- Change observation

Answer:

B

Question 2

Question Type: MultipleChoice

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NCMA Certified Professional Contracts Manager Sample Questions (Q59-Q64):

NEW QUESTION # 59

Prepare yourself and your team, prioritized objectives, select fair standards are all activities of which phase of Contract Negotiation process?

- A. Planning
- B. Marketing
- C. Walkthroughs
- D. Documenting

Answer: A

NEW QUESTION # 60

Which of the following is NOT the opportunity analysis factor from the seller's perspective?

- A. Resource utilization
- B. Future business potential
- C. Provide added experience and/or new skills
- D. Technology and product maturity

Answer: D

NEW QUESTION # 61

For a contract to be _____, both parties must indicate that they agree to the terms.

- A. valid
- B. completed
- C. binding
- D. verified

Answer: C

Explanation:

The correct answer is D (binding) because, under contract management principles aligned with the NCMA Contract Management Standard and CMBOK framework, a contract becomes enforceable when both parties mutually agree to its terms. This mutual agreement is commonly referred to as "mutual assent" or "meeting of the minds," which is a fundamental element required to create a legally binding contract.

A binding contract means that both parties have expressed their acceptance of the terms, typically through signatures or other formal acknowledgment, and are therefore legally obligated to perform their respective duties. Without this agreement, the contract cannot be enforced, even if other elements such as offer or consideration exist.

Option A (valid) may seem correct, but validity includes multiple elements such as legal capacity, consideration, lawful purpose, and mutual assent. Agreement alone does not fully define validity. Option B (completed) refers to the fulfillment of contractual obligations, which occurs after performance, not at the formation stage. Option C (verified) is not a standard legal or CMBOK term related to contract formation.

Thus, within the CMBOK lifecycle perspective, establishing a binding agreement is a critical step in the award phase, ensuring that both parties are committed and accountable under the contract terms.

NEW QUESTION # 62

The value added by the _____ process is in mitigating or eliminating contract performance risk by selecting the best source and negotiating prices and terms and conditions.

- A. Select Source
- B. Compliance
- C. Price Analysis
- D. Form Contract

Answer: A

Explanation:

The correct answer is B (Select Source) because, according to NCMA CMBOK, the source selection process is specifically designed to mitigate or eliminate contract performance risk by identifying the most capable contractor and ensuring that pricing and contractual terms are appropriate.

During the award phase, source selection involves evaluating proposals against predefined criteria such as technical capability, past performance, cost/price, and management approach. This process ensures that the selected contractor has the necessary qualifications and resources to successfully perform the contract.

Additionally, negotiations conducted during this phase refine pricing, terms, and conditions, further reducing risk by aligning expectations and clarifying obligations.

Option A (Form Contract) focuses on establishing the contractual agreement but does not primarily address risk mitigation through evaluation and selection. Option C (Price Analysis) is a component of the evaluation process but is limited to assessing price reasonableness, not overall contractor capability. Option D (Compliance) ensures adherence to requirements but does not encompass the broader risk mitigation achieved through selecting the best source.

CMBOK emphasizes that effective source selection is one of the most critical steps in contract management, as choosing the right contractor and negotiating sound terms directly influences performance success, cost control, and overall contract outcomes.

NEW QUESTION # 63

Scenario 5.0: 1

Offeror C contested the exclusion of its proposal from the competitive range under a request for proposals (RFP) issued by the buyer for "aircraft logistics, integration, configuration management, and engineering" (ALICE) services. The seller would provide personnel to work at a buyer's location, and the buyer would direct all work and "establish work hours consistent with meeting the mission at each contract location." The RFP provided an estimated level of effort, and offerors completed a pricing model spreadsheet.

Proposals were to be evaluated on mission suitability, past performance, and cost/price. The mission suitability and past performance factors were approximately equal in importance, and each was more important than cost/price. The purpose of the mission suitability factor was to determine the offeror's ability to provide the required personnel at the required work hours to fulfill the contract need. It included several subfactors: management approach, overall management approach, staffing approach, and contract phase-in approach.

Offeror C argued that the buyer unfairly assessed a management approach weakness for failing to show a plan for complying with required work schedules and break times, failing to consider that the buyer establishes work hours consistent with mission needs, and failing to consider the buyer's intention to have night shift work on Sundays. Offeror C's proposal had discussed its approach to managing scheduling and breaks and stated that it would comply with collective bargaining agreement requirements. The buyer nevertheless judged the approach inadequate because it did not explain how Offeror C would enforce worker compliance, comparing the plan to a highway speed-limit sign that does not ensure motorists will not speed. GAO found that the RFP required offerors to explain their approaches to ensuring flexible scheduling and required breaks, but did not reasonably disclose that offerors also had to propose an enforcement mechanism.

Question:

The RFP required offerors to explain their approaches to ensuring that scheduling was flexible and provided required breaks. Was the buyer's assignment of a weakness to Offeror C's proposal reasonable?

- A. Yes, because the Offeror C did not indicate how it would enforce its work schedules and breaks.
- B. Yes, because Offeror C did not address how they would comply with required work schedules and breaks.
- **C. No, because the buyer evaluated Offeror C's enforcement mechanism, which was not a stated criterion.**
- D. No, because Offeror C specified that they would require all of their workers to be available to work on Sunday nights.

Answer: C

Explanation:

The correct answer is C because, under NCMA CMBOK principles, evaluation criteria must strictly align with what is stated in the solicitation. In this scenario, the RFP required offerors to describe their approach to scheduling flexibility and providing required breaks, but it did not require offerors to explain how they would enforce compliance with those schedules.

CMBOK emphasizes that during the source selection process, evaluators must assess proposals only against the stated evaluation factors and subfactors. Introducing unstated evaluation criteria—such as assessing enforcement mechanisms when not required—violates the principles of fairness, transparency, and equal treatment among offerors. This can lead to improper evaluations and potential grounds for protest.

Offeror C did address scheduling and break requirements in accordance with collective bargaining agreements. However, the buyer assigned a weakness based on the absence of an enforcement explanation, which was not explicitly required in the solicitation.

Therefore, the evaluation was inconsistent with the stated criteria.

