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## NCMA Certified Professional Contracts Manager Sample Questions (Q21-Q26):

### NEW QUESTION # 21

Scenario 6.0: 1 - "When is a Commitment Not a Commitment?"

The buyer entered into a contract to lease 20,240 square feet of office space from Office Leasing Company (OLC). This space consisted of 8,545 square feet in Suite 1100 and 11,695 square feet in Suite 1106. The lease was for five years and provided the buyer with a renewal option as follows:

The buyer shall have the right to one renewal option for a five-year term. The renewal option shall become effective provided notice is given in writing to the lessor of the buyer's intent to exercise such option at least

270 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during any

renewal term. Said notice shall be computed commencing with the day after the date of mailing.

The buyer also entered into Supplemental Lease Agreement Number 1 (SLA 1), which stated it was being issued to reflect an expansion of 6,431 square feet in Suite 300. SLA 1 amended the original lease to encompass the additional space, changing the space from 20,240 square feet to approximately 26,671 square feet, and increased the annual rent to \$1,098,790.70. SLA 1 also amended the renewal option text to reflect the new annual rent of \$1,156,935.80.

The lease, as amended by SLA 1, also contained a buyer clause regarding authority to make changes to the lease. As stated in the clause, the buyer's authorized agent may, by written order, make changes within the general scope of this lease to the amount of space, provided the lessor consents to the change.

The first lease was set to end on December 31, 2021. On February 28, 2020, the buyer's contract specialist sent an email to OLC stating the buyer "hereby exercises its renewal option ... for a period of five years." The buyer's contract specialist noted that the email was "official notification that the buyer exercises its renewal option right as provided under this lease," and indicated that "this action will be followed up with a supplemental lease agreement in the near future." The email also stated that "per SLA 1, [the buyer] would not like to renew the expansion space portion of the lease." At that time, the buyer was planning to vacate a good portion of its leased inventory and requested that OLC allow the buyer to terminate the Suite 300 portion of the lease effective March 1, 2021. On March 1, 2020, OLC agreed to accept the long renewal of Suites 1100 and 1106 per the renewal option if the buyer agreed to renew the third-floor space for two weeks, from January 1, 2021, to January 15, 2021. If OLC found a new tenant for a term extending beyond January 15, 2021, it would waive any further liability for the third-floor space as of the date of the replacement lease. After discussion, the buyer agreed over the phone to a two-week extension of Suite 300 at no rent.

On August 2, 2020, OLC emailed the buyer's contract specialist to ask when the SLA would be prepared. The buyer's contract specialist did not respond. Several weeks later, on August 24, the buyer determined that it no longer needed to rent any of the suites under the lease and requested to be released at lease termination. On September 10, OLC once again emailed the buyer's contract specialist to follow up on the preparation of the SLA. This time, the buyer's contract specialist responded, apologized for the delay, and stated that he would try to get the SLA to OLC in the next couple of weeks.

However, on October 26, the buyer's contract specialist informed OLC that the buyer no longer intended to pursue the renewal option, reflecting the buyer's August 24 determination that it no longer required any of the suites under the lease. The following day, on October 27, OLC responded that the buyer had already exercised the renewal option and that it intended to hold the buyer to that agreement.

On June 21, 2021, the buyer notified OLC that its renewal option would not be exercised and that the buyer would not be responsible for any rent payments after the lease expiration date of December 31, 2021.

Following a final decision from the buyer's authorized agent, which rejected the claims that the buyer had exercised the renewal option, OLC filed a claim.

In order to properly exercise an option:

- o The option must be accepted;
- o Such acceptance may not change, add to, or qualify the terms of the offer; and
- o The buyer's acceptance has to be unconditional and in exact accord with the terms of the contract being renewed.

Question:

Did the buyer's contract specialist have the authority to exercise the option?

- A. Yes, because the renewal option language did not specify who was permitted to exercise this option.
- **B. No, because SLA 1 specifically stated that only the buyer's authorized agent could make changes to the lease.**
- C. No, because the buyer's contract specialist was not acting with apparent authority.
- D. Yes, because the buyer's contract specialist acted with implied authority by initiating discussion about the renewal option.

**Answer: B**

Explanation:

The correct answer is B because CMBOK emphasizes that contract authority must be explicitly defined and exercised only by individuals with delegated authority. In this scenario, the Supplemental Lease Agreement (SLA 1) clearly states that only the buyer's authorized agent has the authority to make changes within the scope of the lease. Exercising an option is a binding contractual action, not merely an administrative or exploratory communication, and therefore requires proper authority.

The buyer's contract specialist sent communication indicating the exercise of the renewal option; however, there is no evidence that this individual was the designated authorized agent. Under CMBOK principles, actions taken by personnel without proper authority may be considered unauthorized commitments, which are not legally binding unless later ratified by an authorized official.

Option A is incorrect because the absence of specific language in the renewal clause does not override the explicit authority provisions defined elsewhere in the contract. Option C is incorrect because implied authority does not apply to formal contract modifications or option exercises, which require clear, delegated authority. Option D is less precise because apparent authority depends on the perception of the other party, but the contract explicitly defines who holds authority, making this argument secondary.

Thus, consistent with CMBOK guidance on authority and governance, the contract specialist did not have the authority to exercise the option.

### NEW QUESTION # 22

\_\_\_\_\_ is the most important step in the negotiation process.

- A. Forming the team
- B. Documentation
- C. Preparation
- D. Collaboration

**Answer: C**

Explanation:

The correct answer is D (Preparation) because, according to NCMA Contract Management Body of Knowledge (CMBOK), preparation is the most critical step in the negotiation process . Effective preparation lays the foundation for successful negotiations by ensuring that the contract manager fully understands the requirements, objectives, risks, market conditions, and the other party's likely positions .

CMBOK emphasizes that preparation includes developing a negotiation plan , defining objectives and priorities , establishing a range of acceptable outcomes , and identifying trade-offs and concessions . It also involves gathering relevant data such as cost estimates, pricing benchmarks, technical requirements, and past performance information . Additionally, preparation includes understanding the negotiation strategy , such as whether to pursue a collaborative or competitive approach.

Option A (documentation) is important for recording agreements but occurs after or alongside negotiations.

Option B (collaboration) is a negotiation style, not a foundational step. Option C (forming the team) is part of preparation but not the most critical element itself.

CMBOK consistently highlights that inadequate preparation is one of the primary causes of poor negotiation outcomes. Thorough preparation enables contract managers to anticipate issues, respond effectively, and achieve favorable terms , ultimately reducing risk and improving contract performance during the award phase.

### NEW QUESTION # 23

Which of the following is the key policy of contract administration?

- A. compliance with contract terms and conditions
- B. effective resolution of claims and disputes
- C. effective control of contract changes
- D. All of the above

**Answer: D**

### NEW QUESTION # 24

Negotiating a challenging but achievable set of objectives for all parties, based upon the realities of the situation is called:

- A. Negotiate expectations
- B. Exceed expectations
- C. Control expectations
- D. Aligning expectations

**Answer: D**

### NEW QUESTION # 25

Each agreement made during the negotiation process should \_\_\_\_\_.

- A. be documented
- B. be "win-win"
- C. be part of fact-finding
- D. involve concessions for both sides

**Answer: A**

Explanation:

The correct answer is B (be documented) because, according to NCMA CMBOK, documentation of agreements reached during negotiations is essential to ensure clarity, enforceability, and alignment between the parties. Proper documentation creates a clear record of what has been agreed upon, reducing the risk of misunderstandings, disputes, or conflicting interpretations later in the contract lifecycle.

During negotiations in the award phase, multiple agreements may be reached on pricing, technical requirements, delivery schedules, terms and conditions, and risk allocation. CMBOK emphasizes that these agreements must be accurately recorded and incorporated into the final contract or supporting documentation, such as memoranda of negotiation or contract files. This ensures that all negotiated terms are traceable and auditable.

Option A (win-win) reflects a desirable negotiation outcome but is not a requirement for each individual agreement. Option C (involve concessions) may occur but is not mandatory for every agreement. Option D (fact-finding) is part of the negotiation process but does not define how agreements should be handled.

CMBOK highlights that effective documentation supports contract clarity, compliance, and successful post-award administration, ensuring that negotiated outcomes are properly implemented and enforced throughout contract performance.

## NEW QUESTION # 26

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