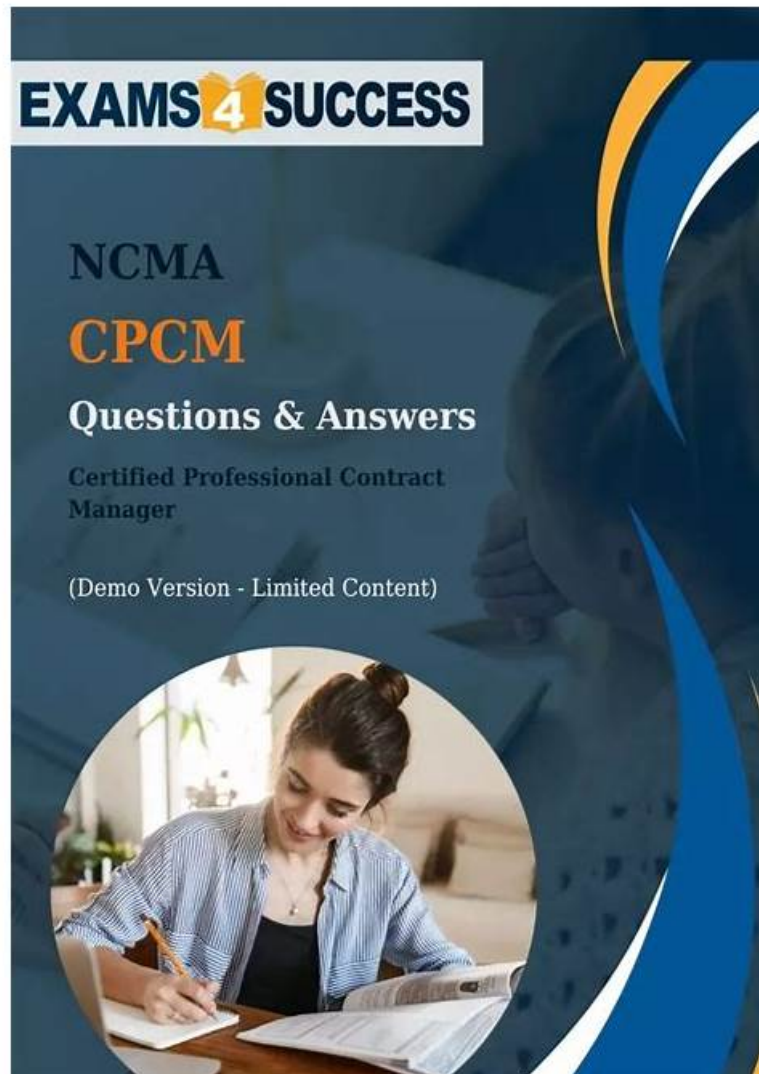


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embrace a better life.

## NCMA Certified Professional Contracts Manager Sample Questions (Q133-Q138):

### NEW QUESTION # 133

Realistic expectations go unchallenged, unrealistic expectations go un-communicated.

- A. True
- B. False

**Answer: B**

### NEW QUESTION # 134

Scenario 4.0:

The buyer intended to change the pricing structure for a contract for garbage collection services at one of its facilities. Previously, the contract included contract line items priced on a "per-ton" basis, along with overhead line items covering the contractor's variable costs. The buyer intended to issue a solicitation that eliminated the overhead line items, thus requiring all costs to be included in a "price-per-ton" pricing method.

Prior to issuing a solicitation, the buyer conducted market research to determine whether it was customary industry practice to price garbage collection services based on the weight of the garbage collected. This market research included three parts:

\* Reviewing refuse contracts at three other locations;

\* Posting a notice to potential sellers asking for feedback on the proposed structure, to which the buyer received seven responses—four of which suggested a monthly line-item structure, which would include variable costs and not be on a "per-ton" basis, since these four respondents indicated that a "per-ton" pricing structure was not a "customary commercial practice," and three had no comment about the line-item structure; and

\* Obtaining "historical market research" that had been performed during the previous year by personnel at another buyer location, consisting of talking to a sales representative from a waste removal company who indicated that his company used a "per-ton" pricing structure that was a "practical method of pricing for trash removal services." Following this market research, the buyer determined that it was "in the buyer's best interest" to utilize the "per-ton" approach and that it was a "customary commercial practice."

A solicitation was issued requiring offerors to submit fixed prices on a per-ton basis for several line items, for which the solicitation provided estimated quantities. The buyer removed the line items for overhead costs that had been present in the prior contract for waste removal. Instead, the new solicitation required offerors to submit prices that reflected "all fixed and variable costs" on a per-ton basis and only permitted the seller "to invoice on tonnage collected." The resulting statement of work indicated that the seller was required to provide all items necessary to perform the required services, including personnel, equipment, supplies, facilities, materials, and supervision.

Question:

Was the buyer's market research sufficient to support its conclusion that a fixed "per-ton" pricing structure was a customary commercial practice?

- A. Yes, because almost half of the respondents to the notice did not indicate that they opposed this pricing structure.
- B. No, because they did not use sufficiently broad methods of market research.
- C. No, because a majority of the responses to the notice indicated that "per-ton" pricing was not a customary commercial practice.
- D. Yes, because it used three different methods of market research.

**Answer: C**

Explanation:

The correct answer is A because, under NCMA CMBOK guidance, market research must provide reliable and supportable evidence for acquisition decisions, particularly when determining what constitutes customary commercial practice. In this scenario, although the buyer used multiple research methods (reviewing contracts, soliciting industry feedback, and analyzing historical data), the actual results did not support the conclusion reached.

Specifically, the responses from industry indicated that a majority did not view "per-ton" pricing as a customary commercial practice. Four respondents explicitly stated that such pricing was not customary, while three provided no supporting endorsement. This lack of affirmative support undermines the buyer's conclusion. CMBOK emphasizes that market research is not just about the number of methods used, but the quality, relevance, and consistency of the findings.

Option B is incorrect because the buyer did use multiple and generally acceptable methods. Option C is incorrect because simply using three methods does not guarantee that the conclusion is valid. Option D is incorrect because absence of opposition is not

equivalent to confirmation of customary practice.

CMBOK stresses that acquisition decisions must be fact-based and aligned with actual market conditions .

When data contradicts the intended conclusion, the buyer should reassess the strategy rather than proceed unsupported.

### NEW QUESTION # 135

The rate of output of a worker or group of workers per unit of time, usually compared to an established standard or expected rate of output, is \_\_\_\_\_.

- A. a service standard
- B. a learning curve
- C. output efficiency
- D. labor productivity

**Answer: D**

Explanation:

The correct answer is B (labor productivity) because, within the NCMA Contract Management Body of Knowledge (CMBOK), labor productivity is defined as the measure of output produced per unit of labor input over a given period of time . It is commonly used to evaluate how efficiently human resources are being utilized in performing work under a contract.

Labor productivity is typically expressed as a ratio, such as units produced per hour or tasks completed per worker per day. It is often compared against a standard or expected rate of output , making it a key performance indicator for assessing efficiency and identifying opportunities for improvement. In contract management, monitoring labor productivity is essential for cost control, schedule adherence, and performance evaluation.

Option A ( learning curve ) refers to the improvement in efficiency as workers gain experience over time, not the actual rate of output. Option C ( service standard ) defines expected performance levels but does not measure actual output rates. Option D ( output efficiency ) is a general term and not the standard CMBOK terminology for this concept.

CMBOK emphasizes that understanding and measuring labor productivity helps contract managers ensure optimal resource utilization, forecast performance trends, and implement corrective actions when productivity falls below expectations, thereby supporting successful contract execution.

### NEW QUESTION # 136

In a fixed-price contract, delivery of anything less than the agreed-upon item \_\_\_\_\_.

- A. entitles the seller to a price redetermination
- B. fails to provide sufficient funding to the seller
- C. fails to satisfy the terms of the contract
- D. entitles the buyer to compensation

**Answer: C**

Explanation:

The correct answer is C (fails to satisfy the terms of the contract) because, under NCMA CMBOK principles, a fixed-price contract obligates the seller to deliver the specified goods or services exactly as agreed in the contract terms, including quality, quantity, and performance requirements. The seller assumes full responsibility for delivering a conforming product at the agreed price.

If the seller delivers anything less than what was contractually required , this constitutes nonconforming performance and a failure to meet contractual obligations. In such cases, the buyer has the right to reject the deliverables , request correction or replacement, or pursue remedies as outlined in the contract, such as termination for default or damages.

Option A is partially true in that the buyer may seek compensation, but this is a remedy , not the fundamental condition described in the question. Option B is incorrect because price redetermination is not applicable to fixed-price contracts; it is associated with other contract types. Option D is unrelated, as funding sufficiency is not the issue in performance failure.

CMBOK emphasizes that in the post-award phase , contract managers must ensure strict compliance with contract requirements. Fixed-price contracts place performance risk on the seller, making full and proper delivery essential to satisfying contractual obligations.

### NEW QUESTION # 137

When the buyer has a requirement for items or services and has entered into a contract with a seller to fulfill this requirement, but

elects to satisfy the requirement from a different source, the buyer \_\_\_\_\_.

- A. may invoke the "Changes" clause to reduce the quantity required in the contract unilaterally
- B. may invoke the "Option" clause to re-form the contract
- C. may repurchase the same supplies and charge the seller for those costs
- **D. has breached the contract**

**Answer: D**

Explanation:

The correct answer is A because, under NCMA CMBOK principles, once a valid contract is formed, both parties are legally obligated to perform according to its terms. If the buyer decides to obtain the required goods or services from another source without proper contractual justification or modification, this action constitutes a breach of contract.

In the post-award phase, contract performance must align strictly with agreed terms unless formally changed through authorized mechanisms. If the buyer unilaterally bypasses the contracted seller and fulfills the requirement elsewhere, they fail to honor their contractual commitment, exposing themselves to potential legal remedies such as damages for nonperformance.

Option B is incorrect because an option clause allows the buyer to extend or add work under predefined terms, not to replace the contractor. Option C refers to repurchase, which is typically a remedy available to the buyer when the seller defaults, not when the buyer chooses another source voluntarily. Option D involves the changes clause, which permits certain unilateral modifications within scope, but not the complete diversion of work to another supplier.

CMBOK emphasizes that proper contract administration requires adherence to legal obligations, and any deviation must be handled through formal contract modifications or termination procedures, not informal substitution of sources.

## NEW QUESTION # 138

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