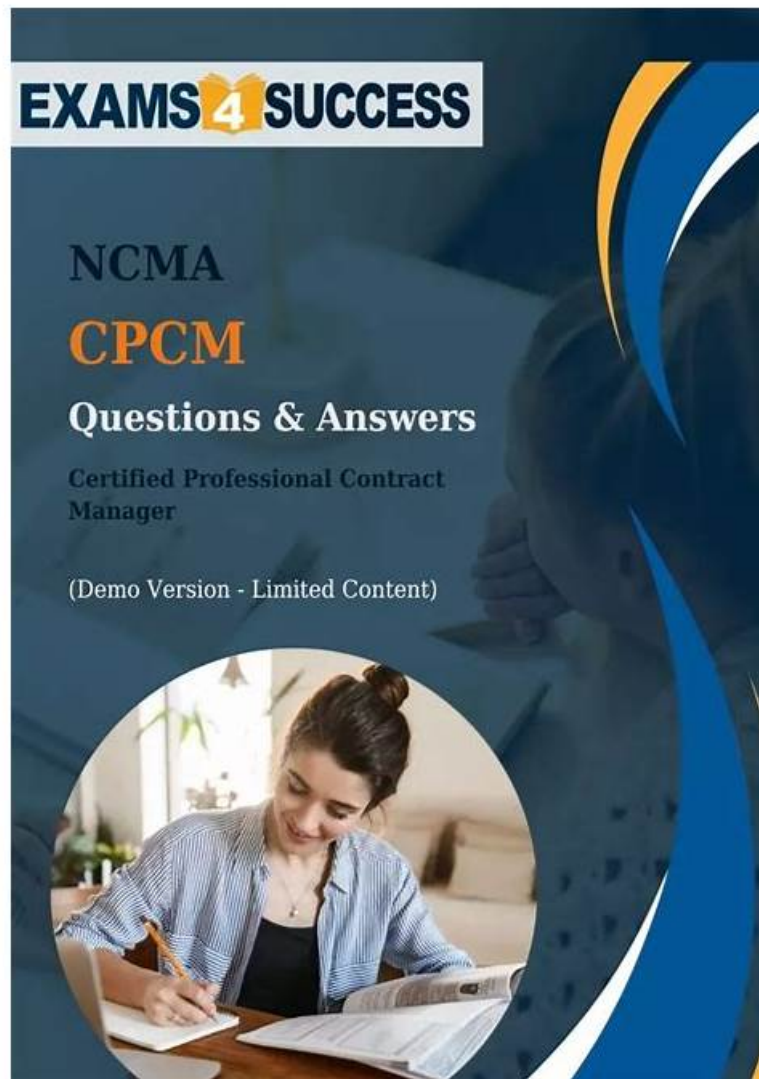


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NCMA Certified Professional Contracts Manager Sample Questions (Q59-Q64):

NEW QUESTION # 59

The legal relationship established in a contract is demonstrated through the _____.

- A. signatures
- B. contract's legal purpose and capacity of the parties
- C. implied and apparent authority of those who signed the contract
- D. express actions of the parties

Answer: A

Explanation:

The correct answer is A (signatures) because, within the NCMA Contract Management Framework and CMBOK-aligned principles, a contract becomes legally enforceable when there is clear evidence of mutual assent, and this is most formally demonstrated through the signatures of authorized representatives of the parties. Signatures indicate that both parties agree to the terms and intend to be legally bound, thereby establishing the contractual relationship.

In contract management, especially during the Award phase, signatures serve as the formal execution of the contract. While other elements such as offer, acceptance, consideration, capacity, and legality are essential to contract formation, the visible and documented proof that these elements have been accepted is the signed agreement. Without signatures (or an equivalent form of formal acceptance, such as authorized electronic approval), the contract may lack enforceability or be subject to dispute.

Option B refers to elements of contract validity (legal purpose and capacity), but these do not "demonstrate" the relationship—they support its legality. Option C (express actions) relates to conduct that may imply agreement but is less definitive than formal execution. Option D (implied and apparent authority) addresses whether individuals had the authority to bind the organization, not the evidence that the relationship itself has been established.

Therefore, in CMBOK practice, signatures are the clearest and most recognized demonstration of a legally binding contractual relationship.

NEW QUESTION # 60

Scenario 6.0: 2

ABC Corporation (ABC) entered into a firm-fixed-price, indefinite-delivery/indefinite-quantity (IDIQ) contract with a Federal buyer for the purchase of various "Soviet-style" parts. The contract language allowed for changes to:

o Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the buyer; o The method of shipment or packing; and o Place of delivery.

The contract also specified that:

If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the buyer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

ABC was unable to obtain a particular part required to fulfill a delivery order under the contract, and missed the deadline for delivery. Two years after the deadline passed, with no delivery, the failure provided cause for termination for default under the conditions outlined in the contract. To avoid default, ABC entered into Bilateral Modification 4 with the buyer. The modification required ABC to provide additional parts as consideration for late delivery. The modification also stated that a new delivery date for the original delivery would be determined in another modification.

ABC remained unable to purchase the parts to fulfill the original order. A new modification, Bilateral Modification 7, provided that ABC would deliver "new production" models of the parts in question, rather than the "new surplus" parts specified in the original delivery order. The idea to deliver new production models of the parts had originated with ABC and was accepted by the buyer.

ABC did not attempt to negotiate any changes in price, no discussions of price were held, and no price adjustment was included in this modification.

ABC completed delivery of these parts on time. However, the new production models cost significantly more than the new surplus parts originally ordered.

Approximately four months later, ABC submitted a request for equitable adjustment (REA) to the buyer. In the REA, ABC requested \$1,369,377.47, which represented the difference in price between the parts called for by the original delivery order and the parts ABC ultimately delivered. The buyer rejected the request.

Question:

Does "Bilateral Modification 7" contain constructive changes, entitling ABC to submit the REA?

- A. Yes, because the cost of performance significantly exceeded the contract price.
- B. Yes, because the contractor performed above and beyond the requirements of the contract.
- **C. No, because the contractor was complying with contract and delivery order specifications.**
- D. No, because at the time of agreement, the seller could not have known that it would increase the cost of performance.

Answer: C

Explanation:

The correct answer is D because, under NCMA CMBOK principles, a constructive change occurs when a contractor performs work beyond the contract requirements due to informal direction, defective specifications, or government conduct, without a formal modification being issued. In such cases, the contractor may be entitled to an equitable adjustment.

In this scenario, however, Bilateral Modification 7 explicitly changed the requirement from delivering "new surplus" parts to "new production" models, and this change was mutually agreed upon by both parties

. Because the modification was formalized as a bilateral agreement, it supersedes the original delivery order requirements. The contractor (ABC) then performed exactly in accordance with the revised contractual terms, not beyond them. CMBOK emphasizes that once a bilateral modification is executed, it reflects mutual assent, and any associated risks-unless explicitly reserved-are considered accepted by both parties. ABC did not negotiate a price adjustment at the time of the modification, nor did it reserve the right to seek additional compensation later. Therefore, the increased cost does not qualify as a constructive change.

Option A is incorrect because increased cost alone does not establish a constructive change. Option B is irrelevant to the definition of constructive change. Option C is incorrect because ABC did not perform beyond contract requirements; it complied with the modified agreement.

Thus, consistent with CMBOK post-award change management principles, no constructive change occurred.

NEW QUESTION # 61

A new design for an article of manufacture may be legally protected from use by others using a _____.

- A. license
- **B. patent**
- C. nondisclosure agreement
- D. trademark

Answer: B

Explanation:

The correct answer is A (patent) because, under contract management and intellectual property principles reflected in NCMA CMBOK, a patent provides legal protection for new inventions, including designs of articles of manufacture. A patent grants the owner exclusive rights to make, use, sell, or license the invention for a specified period, thereby preventing unauthorized use by others.

In the Pre-Award phase, contract managers must carefully evaluate intellectual property (IP) considerations, especially when contracts involve research, development, or innovative products. Proper identification and protection of IP rights-such as patents, copyrights, trademarks, and trade secrets-are essential to ensure that ownership, usage rights, and licensing terms are clearly defined in the contract. A patent specifically applies to novel, useful, and non-obvious inventions or designs, making it the appropriate mechanism for protecting a new manufactured article design.

Option B (license) is incorrect because a license does not provide protection itself; rather, it grants permission to use IP owned by another party. Option C (nondisclosure agreement) protects confidential information but does not grant exclusive ownership rights over a design. Option D (trademark) protects brand identifiers such as names, logos, or symbols-not the design or functional aspects of a manufactured item.

Therefore, within CMBOK-aligned contract management, a patent is the correct legal tool to protect a new design from unauthorized use.

NEW QUESTION # 62

Which of the following financial statements shows the financial position of the business on a particular date?

- **A. Balance sheet**
- B. Expense accounts
- C. Income statement

- D. General ledger

Answer: A

Explanation:

The correct answer is A (Balance sheet) because, within the NCMA Contract Management Body of Knowledge (CMBOK), the balance sheet is the financial statement that provides a snapshot of an organization's financial position at a specific point in time. It presents the relationship between assets, liabilities, and equity, which together reflect the organization's overall financial health.

The balance sheet follows the fundamental accounting equation:

Assets = Liabilities + Equity. Assets represent what the organization owns, liabilities represent what it owes, and equity reflects the residual interest of owners or shareholders. This information is critical for contract managers when assessing the financial stability and capability of contractors or suppliers.

Option C (Income statement) measures financial performance over a period of time (revenues and expenses), not at a specific date.

Option B (Expense accounts) are components of financial records, not a standalone financial statement. Option D (General ledger) is a comprehensive record of all financial transactions but does not present a summarized financial position.

CMBOK emphasizes that understanding financial statements is essential for evaluating contractor responsibility, managing financial risk, and ensuring sound decision-making. The balance sheet, in particular, enables contract managers to assess liquidity, solvency, and overall financial strength at a given moment.

NEW QUESTION # 63

When a contractor submits a claim to the buyer, the buyer reviews the facts and prepares a written decision.

What must the contractor do while the buyer is considering the claim?

- A. Segregate costs incurred after the claim was filed until the final decision is made
- **B. Continue performance pending a final resolution of the claim**
- C. Document the work done after the claim was filed until the final decision is made
- D. Stop work until the buyer issues the final decision

Answer: B

Explanation:

The correct answer is C (Continue performance pending a final resolution of the claim) because, according to NCMA Contract Management Body of Knowledge (CMBOK) and standard contract principles, a contractor is generally required to continue contract performance while a claim is being reviewed and decided by the buyer or contracting authority.

This requirement is often referred to as the "Disputes clause" principle, which ensures that contract performance is not disrupted while disagreements are being resolved. CMBOK emphasizes that maintaining continuity of performance is critical to avoid delays, additional costs, or mission failure, especially in government and complex service contracts.

While the contractor may be pursuing a claim for additional compensation, time, or other relief, they must still fulfill their contractual obligations unless formally directed otherwise (e.g., through a stop-work order or termination). This protects the buyer's interests and ensures that contract objectives are achieved.

Option A and B may be good internal practices but are not mandatory requirements. Option D is incorrect because stopping work without authorization could itself constitute a breach of contract.

CMBOK highlights that proper handling of claims includes continuing performance, maintaining documentation, and pursuing resolution through appropriate channels, ensuring both compliance and effective contract execution during the post-award phase.

NEW QUESTION # 64

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