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NCMA Certified Professional Contracts Manager Sample Questions (Q15-Q20):

NEW QUESTION # 15

Which of the following is NOT the step of managing expectations process?

- A. Align
- B. Agree
- C. Fulfill
- D. Ask

Answer: B

NEW QUESTION # 16

For the individual contract manager to meet high ethical standards, the culture of the organization must focus on _____.

- A. character
- B. competence
- C. vision
- D. collaboration

Answer: A

Explanation:

The correct answer is A (character) because, according to the NCMA Contract Management Body of Knowledge (CMBOK), organizational culture plays a critical role in shaping ethical behavior, and a strong emphasis on character is essential to achieving high ethical standards in contract management. Character reflects values such as integrity, honesty, accountability, and ethical judgment, which are foundational to professional conduct.

In the CMBOK framework, leadership competencies stress that while individual contract managers are responsible for ethical decision-making, the organizational environment must reinforce and support ethical behavior. A culture focused on character ensures that ethical practices are not optional but expected and consistently upheld across all levels. This includes promoting transparency, encouraging ethical decision-making, and holding individuals accountable for their actions.

Option B (competence) relates to skills and knowledge but does not guarantee ethical conduct. Option C (collaboration) supports teamwork but does not directly ensure ethical standards. Option D (vision) focuses on strategic direction rather than ethical behavior.

By fostering a culture centered on character, organizations enable contract managers to consistently meet high ethical standards, reduce the risk of misconduct, and build trust with stakeholders. This alignment between individual behavior and organizational values is a key principle emphasized in CMBOK leadership competencies.

NEW QUESTION # 17

Commercial products and commercial services from which reasonable prices can be established, is the suitability for which contract type?

- A. Firm-fixed price
- B. Price adjustment
- C. Fixed-price incentive
- D. Firm-variable price

Answer: A

NEW QUESTION # 18

Scenario 5.0: 2

The buyer issued a request for proposals (RFP) for various support services. As part of these services, the seller would need to review the work of other contractors on existing and future programs. The RFP noted the potential for impaired objectivity or unfair competitive advantage organizational conflicts of interest (OCIs), and specified that the seller would be ineligible for involvement at any level on specifically identified contracts. The RFP also specified a second set of contracts—one of which was identified as "LKS"—that presented potential OCIs, and directed any seller performing work under these latter contracts to provide notice and an OCI mitigation plan that would be analyzed by the buyer.

The buyer intended to award a single cost-plus-fixed-fee, level-of-effort contract for a two-year base period with three option years to the offeror whose proposal provided the best value. This determination was to be based on an evaluation of proposals under the following three factors, in descending order of importance:

- o Cost
- o Mission suitability
- o Past performance

For this contract, mission suitability and past performance, when combined, were to be approximately equal in importance to cost. The RFP provided that the evaluation of cost proposals would assess both reasonableness and realism. To determine cost, the RFP provided estimates for both estimated level-of-effort hours and optional flex hours for nine labor categories, specifying the experience, skills, and description for each category. Under the mission suitability factor, the RFP included various management approach subfactors. These included a phase-in approach subfactor, which required offerors to specify an incumbent capture rate as a percentage of the total workforce and to justify the rate and methods used to achieve it. Both offerors in the competitive range indicated high incumbent capture rates. The proposed staffing approach was to be assessed under the technical approach subfactor. The source selection plan provided a table that described how point scores would be assigned and which corresponding adjectival ratings would result from the scores. During the first evaluation, the buyer assigned a weakness to one of the two offerors in the competitive range, Offeror A, based on the fact that Offeror A offered at or below the average compensation for the low end of the

required experience level, as well as the risk associated with Offeror A's ability to capture a qualified workforce. In response, Offeror A showed the buyer that it had used commercial compensation rates to determine its compensation rates. As such, the compensation rates Offeror A had submitted in its proposal were less than the company's engineers were currently being compensated.

After establishing the competitive range, the buyer held discussions with Offeror A and Offeror B. The buyer then requested final proposal revisions (FPRs).

In its FPR, Offeror A noted that its major subcontractor, Sub A, was the prime contractor on the "LKS project" mentioned in the RFP, and submitted an OCI mitigation plan that included a labor distribution and mapping template showing that the program supported by Sub A's LKS project would not be overseen by Sub A's staff performing work on the new contract.

Contemporaneous records indicated a brief discussion by the evaluators of this approach, but did not discuss OCI mitigation directly and provided no indication that the potential OCI was analyzed.

After reevaluation, Offeror A had slightly higher scores in the technical approach and mission suitability subfactors, a lower past performance rating, and a lower probable cost. After receiving and evaluating the FPRs, the buyer awarded the contract to Offeror A.

Question:

Why did the buyer need to analyze cost reasonableness and realism for this solicitation?

- A. The majority of evaluation criteria were not significantly different.
- B. The cost difference between the two offerors in the competitive range was significant.
- C. The solicitation was for a cost-reimbursement-type contract.
- D. "Cost" was the most important factor in evaluation.

Answer: C

Explanation:

The correct answer is C because, according to NCMA CMBOK, cost realism analysis is required for cost-reimbursement-type contracts to ensure that proposed costs are realistic for the work to be performed and reflect a clear understanding of the requirements. In such contracts, the buyer assumes much of the cost risk, since the contractor is reimbursed for allowable incurred costs. Therefore, it is essential to evaluate whether proposed costs are credible and likely to result in efficient contract performance. CMBOK distinguishes between price reasonableness (ensuring the price is fair and consistent with market conditions) and cost realism (ensuring the proposed costs are not understated and align with the technical approach). In cost-reimbursement environments, unrealistically low cost estimates may indicate a lack of understanding or could lead to cost overruns during performance.

Option A is incorrect because cost differences alone do not mandate realism analysis. Option B is irrelevant to cost evaluation requirements. Option D is incorrect because even if cost were not the most important factor, realism analysis is still required for cost-type contracts.

CMBOK emphasizes that performing both cost reasonableness and realism analysis is critical in the award phase to protect the buyer from financial risk and ensure successful contract execution.

NEW QUESTION # 19

Traditional disputes between a prime contractor and any of its subcontractors are settled _____.

- A. at the local state court level
- B. at the local agency level
- C. at the U.S. Court of Federal Claims
- D. in small claims court

Answer: A

Explanation:

The correct answer is C (at the local state court level) because, under NCMA CMBOK principles, disputes between a prime contractor and its subcontractors are considered private contractual matters. These relationships are governed by commercial contract law, not by federal procurement law, even when the prime contract is with the government.

CMBOK emphasizes that subcontractors generally do not have privity of contract with the government, meaning they cannot bring claims directly against the government or pursue remedies through federal forums such as the U.S. Court of Federal Claims.

Instead, disputes between prime contractors and subcontractors are resolved based on the terms of their subcontract agreement, typically under state law.

As a result, such disputes are usually handled in state courts or through alternative dispute resolution (ADR) mechanisms specified in the subcontract. These forums provide jurisdiction over private contractual disputes and allow enforcement of contract terms, damages, or other remedies.

