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## Guide CPCM Torrent - New CPCM Test Materials

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NCMA CPCM (Certified Professional Contracts Manager) exam is an important certification for contracts professionals who want to demonstrate their mastery of the field. CPCM exam is designed to test the knowledge and skills of those who work in the contracts management field, and it is recognized as a benchmark of excellence in the industry. The CPCM Certification is highly regarded by employers, and it can help individuals advance their careers and increase their earning potential.

## NCMA Certified Professional Contracts Manager Sample Questions (Q145-Q150):

### NEW QUESTION # 145

In which activity of Contract Management Process, if the input is proposal and by using weighting system as a tool the output will be contract?

- A. Contract administration
- B. Solicitation planning
- C. Solicitation
- **D. Source selection**

**Answer: D**

#### NEW QUESTION # 146

The uniform commercial code is a clear, precise document that uniformly and specifically governs all commercial transactions throughout the United States, it is a:

- A. Hypothesis
- **B. Misconception**
- C. Reality
- D. Practice

**Answer: B**

#### NEW QUESTION # 147

Which of the following is the step of purchasing process?

- **A. Requisition process**
- B. Contract Administration
- C. All of the above
- D. Planning

**Answer: A**

#### NEW QUESTION # 148

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

**Answer: D**

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 # 149

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.

Option B and D incorrectly assume that enforcement details were required. Option A is irrelevant to the evaluation criteria.

CMBOK highlights that strict adherence to stated evaluation criteria is essential to maintain integrity in the pre-award phase,

