

5. A contract of sale or purchase of equipment or a contract for other expenditures by the Sheriff's Office, the State's Attorney's Office, or the Narcotics Task Force for use in covert operations.

(ii) All records maintained for a procurement under paragraph (2)(i) 5 of this subsection shall remain confidential until the conclusion of the covert operation, at which time the records shall be made public.

(d) Subject to § 1-301 of this title, the County Commissioners may enter into a contract of sale or purchase of real estate without advertising for bids.

(E) (1) EACH PROCUREMENT CONTRACT SHALL INCLUDE CLAUSES COVERING:

(I) TERMINATION FOR DEFAULT;

(II) TERMINATION WHOLLY OR PARTLY BY THE COUNTY FOR ITS CONVENIENCE IF THE HEAD OF THE PRIMARY PROCUREMENT UNIT DETERMINES THAT TERMINATION IS APPROPRIATE;

(III) VARIATIONS THAT OCCUR BETWEEN ESTIMATED AND ACTUAL QUANTITIES OF WORK IN A PROCUREMENT CONTRACT;

(IV) LIQUIDATED DAMAGES, AS APPROPRIATE;

(V) SPECIFIED EXCUSES FOR NONPERFORMANCE;

(VI) EXCEPT FOR REAL PROPERTY LEASES, THE UNILATERAL RIGHT OF THE COUNTY TO ORDER IN WRITING:

1. CHANGES IN THE WORK, IF THE CHANGES ARE WITHIN THE SCOPE OF THE PROCUREMENT CONTRACT; AND

2. A TEMPORARY STOP OR DELAY IN PERFORMANCE; AND

(VII) THE OBLIGATION OF THE CONTRACTOR TO COMPLY WITH THE POLITICAL CONTRIBUTION REPORTING REQUIREMENTS UNDER TITLE 14 OF THE ELECTION LAW ARTICLE OF THE ANNOTATED CODE OF MARYLAND, TO WHICH THE CONTRACTOR MAY BE SUBJECT AS REQUIRED UNDER § 17-402 OF THE STATE FINANCE AND PROCUREMENT ARTICLE OF THE ANNOTATED CODE OF MARYLAND.

(2) IN ADDITION TO THE CLAUSES REQUIRED UNDER PARAGRAPH (1) OF THIS SUBSECTION, A PROCUREMENT CONTRACT FOR CONSTRUCTION SHALL INCLUDE:

(I) A CLAUSE PROVIDING FOR CONTRACT MODIFICATION IF THE CONDITION OF A SITE DIFFERS FROM THE CONDITION DESCRIBED IN THE SPECIFICATIONS; AND

(II) A CLAUSE COVERING THE REQUIREMENTS FOR NOTICE OF CONTRACT CLAIMS, SUBMISSION OF CONTRACT CLAIMS, AND RESOLUTION OF CONTRACT CLAIMS.