

- (2) termination wholly or partly by the State for its convenience if the head of the primary procurement unit determines that termination is appropriate;
- (3) variations that occur between estimated and actual quantities of work in a procurement contract;
- (4) liquidated damages, as appropriate;
- (5) specified excuses for nonperformance;
- (6) except for real property leases, the unilateral right of the State to order in writing:
 - (i) changes in the work, if the changes are within the scope of the procurement contract; and
 - (ii) a temporary stop or delay in performance; [and]
- (7) the obligation of the contractor to comply with the political contribution reporting requirements under Subtitle 30 of Article 33 of the Code, to which the contractor may be subject as required under § 17-402 of this article; AND
- (8) NONVISUAL ACCESS FOR INFORMATION TECHNOLOGY AS REQUIRED UNDER § 3-412 OF THIS ARTICLE.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall apply to each invitation for bids and request for proposals issued after December 31, 1998 for award under a State procurement contract for the purchase of new or upgraded information technology.

SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 1998.

May 21, 1998

The Honorable Casper R. Taylor, Jr.
Speaker of the House
State House
Annapolis MD 21401

Dear Mr. Speaker:

In accordance with Article II, Section 17 of the Maryland Constitution, I have today vetoed House Bill 196.

This bill requires the Motor Vehicle Administration (MVA) to develop and make available to motor vehicle dealers a notice that describes a consumer's rights under the Maryland Automobile Warranty Enforcement Act. The MVA must consult with the Consumer Protection Division of the Office of the Attorney General in developing the notice. The notice must be provided to consumers by dealers at the time of purchase or delivery of each new car.

Senate Bill 89, which was passed by the General Assembly and signed by me on May