



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
REGULAR MEETING AGENDA

MEETING DATE: March 28, 2023

AGENDA ITEM SECTION: Resolutions

AGENDA ITEM NO. : 7

AGENDA ITEM:

Resolution: Consider a resolution approving a budget transfer for one (1) License Plate Reader (LPR) as recommended by the Police Chief

ITEM BACKUP DOCUMENTATION:

1. Draft resolution
2. Memorandum dated March 21, 2023 from Jeff Chuhta/Village Treasurer to Mayor Rossillo, the Board of Trustees, and Richard Leins/Village Administrator
3. Equipment quotation

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
APPROVING A BUDGET TRANSFER FOR ONE (1) LICENSE PLATE READER (LPR)
AS RECOMMENDED BY THE POLICE CHIEF**

WHEREAS, the Village would like to improve the efficiency of Parking Enforcement personnel by installing license plate readers on its parking enforcement vehicles; and

WHEREAS, the Village has found license plate readers and accessory equipment on New York State Contract at a total cost of \$47,683.30 from Securewatch 24; and

WHEREAS, this expenditure was not anticipated when the 2022-2023 Budget was adopted and requires a budget transfer to provide adequate appropriation levels to expend for the unforeseen costs.

NOW, THEREFORE, BE IT

RESOLVED, the Village of Dobbs Ferry Board of Trustees adopts the following budget transfer for fiscal year 2022/2023:

Increasing: On Street Parking Equipment	A.3320.200	by	\$47,683.30
Decreasing: Contingency Account	A.1990.400	by	\$47,683.30

This resolution becomes effective upon adoption.



**VILLAGE OF DOBBS FERRY
OFFICE OF THE VILLAGE TREASURER**

112 Main Street
Dobbs Ferry, New York 10522
TEL: (914) 231-8503 • FAX: (914) 693-3470

Memo

To: Mayor Rossillo
Board of Trustees
Richard Leins, Village Administrator

From: Jeff Chuhta, Village Treasurer

Date: March 21, 2023

Re: Equipment Purchase Request

As discussed in the budget workshop I believe that we can purchase a License Plate Reader (LPR) for one of the Parking Enforcement vehicles from this year's budget. It would require a budget amendment as it is an unanticipated purchase from this budget. The Police Chief found what he believes to be the best LPRs for our vehicles and systems off a New York State Contract (see attached). The following is a summary of the cost:

- One AutoVu (2) two camera CITY LPR Camera System \$35,190.80.
- AutoVu Genetec Managed Hosted Services \$5,654.00.
- One Patrol PC Rhino Tab for (1) one vehicle \$6,838.50.

If you approve of this purchase, then a budget transfer from the Contingency Account (A.1990.400) to the On Street Parking Equipment Account (A.3320.200) in the amount of \$47,683.30 is required.



SECUREWATCH 24

March 17, 2023

Dobbs Ferry Police Dept.
Ref: Parking Authority
1112 Main St.
Dobbs Ferry, New York 10522

Att: Chief Manuel Guevara

This is a quote for the AutoVu Genetec Managed Hosted Services for a UNIVERSITY LPR system that is quoted in Quote # 10. This quote needs to be added to Quote # 7.

SCS-Av-MS2.0	-GSC AutoVu Managed Service 2.0 for one (1) Year. Maximum of 1 year Hit retention (with images) and 1 year read retention (without images). Maximum five (5) concurrent Security Desk Client connections. Includes AutoVu base, Security Center Mapping, List Updater, Pay by Plate Single and Genetec Advantage @ \$3,780.00 (NOTE: This is an ANNUAL Fee)	- \$ 3,780.00
SCS-Av-MS-1Patroller	- (1) GSC AutoVu Managed Service 1 Patroller Connections for 12 months @ \$324.00 per vehicle per year per LPR system (NOTE: This is an ANNUAL Fee of \$324.00 per year per vehicle)	- 324.00

SCS-Av-MS-PBPUPG-MULTI-1Y	(1) GSC AutoVu Managed Service Upgrade to Pay-by-Plate Multi for 1 Year @ \$300.00 per year (NOTE: This is an ANNUAL Fee of \$300.00 per Year)	300.00
PS-AV-AMS-100-NA	- Permit Zone Configuration service for AutoVu - Mobile Overtime with wheel imaging package (ex. Zone editor, mapping, custom enforcement rules). Maximum of 100 permit zones will be configured @ \$1,250.00. (NOTE: This is a one-time fee)	1,250.00
TOTAL COST		= \$ 5,654.00

NOTE: The Annual Renewal Fee will be \$4,404.00 per year

This is a the descriptive quote. Once approval is received I will send the Formal quote. The Formal quote will be sent for signature once the install date is set-up.

Prepared by:

Patrick O. Fox
National Sales Director
LPR & Law Enforcement Operations
E-mail – pfox@sw24.com
Cell # (518) 469-9201



SECUREWATCH 24

March 17, 2023

Dobbs Ferry Police Dept.
Ref: Parking Authority
1112 Main St.
Dobbs Ferry, New York 10522

Att: Chief Manuel Guevara

This is a quote for the AutoVu (2) two Camera CITY LPR camera system that you requested.

PROJECT OVERVIEW: This isto be installed as a PERMANENT units on the roof of a vehicle to be determined using the White Hard Mounts.

NOTE: This LPR unit will report to the Genetec Managed Hosted Services Cloud which is quoted in Quote # 8 and is needed for this project.

NOTE: A Computer is needed with this project. You can either supply the rugged computers or we can. I have attached a separate Quote # 9 for the Patrol PC Rhino Tabs which is the computers that we use.

AU-H-USBGPS-EXTCBL3 - (1) Approved USB extension cable for	- \$	23.38
USB GPS – (3m/10 feet) @ \$23.38		
(NOTE: MSRP is \$25.00 each)		
(NOTE: NYS Contract is \$23.38 each)		
(Line # 52,927)		

AU-K-C2XS-850	<p>- (1) AutoVu Sharp CITY Kits which includes Sharp dual processing unit with Horizontal/Vertical mounts, wiring, USB GPS and Genetec Patroller license. Two cameras and mounts are included @ \$20,250.00 each (NOTE: MSRP is \$32,500.00 each) (NOTE: NYS Contract is \$30,387.50 each) (NOTE: New Part # AU-K-C2Z3-8500 (Line # 52,979)</p>	20,250.00
AU-M-OFFLINEMAP-NA	<p>- (1) Mapping License including data for North America – per vehicle license @ (NOTE: MSRP is \$500.00 each) (NYS Contract us \$467.50) (Line # 53,244)</p>	467.50
AU-K-CXX-EWUP-1Y	<p>- (1) AU-K-CXX Advanced Swap Warranty Service upgrade from Return and Repair for the first year of the sale @ \$500.00 each (NOTE: MSRP is \$900.00 each) (NOTE: NYS Contract is \$841.60 each) (Line # 52,991)</p>	500.00
AU-K-CXX-EWAS-4Y	<p>- Extended Warranty for AU-K-CXX kit with Advanced Replacement coverage – 4 Years additional coverage. Does not include the update to advanced replacement for the first year (which is quoted above). The warranty cannot extend past 5th year after purchase. This includes coverage of AutoVu vehicle hardware, Genetec Patroller software upgrades and Benomad updates. Does not cover the in-vehicle computer. (NOTE: MSRP is \$14,560.00 per CITY LPR unit) (NOTE: NYS Contract Price is \$13,613.60 per CITY LPR unit – Line # 52,985) (NOTE: SW 24 Price to you is \$9,350.00 per CITY LPR unit)</p>	9,350.00

**CCTV/Surveillance
System – Technician
On-Site
Region 3**

- Individual employed by the Contractor or Subcontractor who Starts-Up, Commissions, Programs, Integrates, and Maintains (both Preventative and Remedial Maintenance)
This is the complete installation for the LPR unit except for the computer.
The cost is \$4,000.00 per vehicle.
(NOTE: The normal cost is \$4,500.00 per vehicle)
(Region 3 Labor Rates) - 4,000.00

**CCTV/Surveillance
System – Technician
On-Site
Region 3**

- Individual employed by the Contractor or Subcontractor who Starts-Up, Commissions, Programs, Integrates, and Maintains (both Preventative and Remedial Maintenance)
This is the complete installation for the Patrol PC Rhino Tab Computer which is listed in Quote # 9. The cost for the computer installation is \$600.00
(Region 3 Labor Rates) - 600.00

TOTAL COST (Not Including Sales Tax if applicable or Shipping) = \$ 35,190.80

- This cost includes a 5 year Advanced Swap Hardware Warranty on the hardware for the LPR systems which includes the cameras and processors. This is on the Hardware Only and does not include on-site for remote service.
- In-vehicle PC is required to run the Patroller software and is quoted in a separate quote that is attached. The installation for the computer is listed above in this quote.
- AirCard is needed for the in-vehicle computer and will be supplied by the customer from a carrier of their choice.
- Server is required to operate the Security Center software and this will be reporting to the Genetec Managed Hosted Services Cloud which is listed in Quote # 8.

This quote is subject to the Terms and Conditions established under the NYS OGS Centralized Purchasing Contract – Group # 77210 – Award # 23150 – Contract # PC 68857 – SecureWatch 24, LLC.

SW 24 GUIDELINES FOR A MOBILE LPR INSTALLATION

- 1.) Upon an agreement that the Customer will be purchasing an LPR unit from SW 24 – the customer will be sent a Questionnaire for a Mobile LPR installation. This Questionnaire contains and will answer the following information:
 - a.) It will designate a point of contact for the installation
 - b.) It will list the information for the IT Contact for the customer
 - c.) It will list the location of the installation
 - d.) It will list the hours of the day that the install can take place
 - e.) It will list all the IP addresses that are needed for the install if needed
 - f.) It will list the already established server that the LPR will be connected to OR it will ask the required information needed to set up the server for the customer
- 2.) The customer will fill out the Questionnaire to the best of their ability and send it back to the Point of Contact for SW 24 to be reviewed
- 3.) If the form is not filled out completely or some information contained in the questionnaire results in a question SW 24 will reach out to clarify the information, question or issue
- 4.) By already having the contact information for the IT person the SW 24 Technician can reach out to the IT person and arrange to remote install if possible (with internet access) the software on the Mobile Data Computer in the vehicle as well as the desktop stations within in the building.
- 5.) In the case, if there is no internet available the installation of the software will be done at the location at the time of the install
- 6.) The customer will supply a location for the installation if needed out of the elements of the weather in case of inclement weather

- 7.) The customer will supply a vehicle to be used for the installation of the LPR system
- 8.) The vehicle will be installed with a Mobile Data Computer prior to the arrival of the SW 24 Technician unless the installation includes a computer with the LPR system
- 9.) The customer will supply an Air Card from the cellular carrier of their choice for the network connection back to the server
- 10.) The SW 24 Technician will do the installation of the vehicle which contains the wiring of the vehicle, the installation of the software on the Mobile Data Computer in the vehicle (unless this was done remotely prior to SW 24 being on-site) and the aiming of the LPR cameras.
- 11.) The SW 24 Technician will install the Security Center software on the desktop computers (up to 3) within the customer's location if not already installed previously
- 12.) The IT person will be available at the time of the installation in person or by phone to assist the SW 24 Technician to gain access to the network to complete the install
- 13.) Upon completion of the physical install the SW 24 Technician will train the officers or people in the operation of the Mobile LPR unit for whoever is present using the Train the Trainer method.
- 14.) After the training of the operators of the Mobile LPR unit the SW 24 Technician will train the supervisors or investigators on the use of Security Center, how to do searches for vehicles, how to run reports, etc. on a Train the Trainer method.

SCOPE OF WORK:

- 1.) SecureWatch 24 (SW 24) will install the LPR cameras using the Hard Mounts in WHITE to the roof of a vehicle to be determined.
- 2.) SW 24 will install the processors in the rear of the vehicle with the supplied mounting bracket and install it with permanent power

- 3.) SW 24 will run the Ethernet cable from the processor in the rear of the vehicle to the MDT/computer which is mounted in the front of the vehicle
- 4.) SW 24 will plug the USB GPS in the MDT/computer and mount that was installed by SW 24 place it in the front windshield area of the vehicle using the USB extensions
- 5.) SW 24 will install the Patroller software on the MDT/computer in the vehicles
- 6.) SW 24 will aim and configure the LPR cameras
- 7.) The SW 24 technician will test drive the vehicle to make sure the cameras are properly aligned and aimed and reading and capturing license plates correctly
- 8.) The SW 24 technician will make sure the vehicle is communicating with the Genetec Managed Hosted Services Server
- 9.) SW 24 will install the Security Center software on up to (30 desktops within the Dobbs Ferry Police Dept./Parking Authority remotely before coming on-site for the hardware install
- 10.) SW 24 will train the operators on the use of the LPR vehicle using the Train the Trainer practice.
- 11.) SW 24 will train the supervisors on the use of Security Center using the Train the Trainer method.

Thank you for allowing me to prepare this quote for you and if you have any questions please feel free to contact me and my contact information is listed below.

To purchase please sign the attached Formal quote and return to me with a PO if needed.

Prepared by:

Patrick O. Fox
National Sales Director
LPR & Law Enforcement Operations
Cell # (518) 469-9201
E-mail – pfox@sw24.com



SECUREWATCH 24

March 17, 2023

Dobbs Ferry Police Dept.
Ref: Parking Authority
1112 Main St.
Dobbs Ferry, New York 10522

Att: Chief Manuel Guevara

Ref: (1) Patrol PC Rhino Tab for a (1) one vehicle to be determined

This is a quote for the Patrol PC Rhino Tablets that you requested:

<u>RH-M1</u>	- (1) RhinoTab M1 (12.1" Sunlight Readable Display 1200 NITS+, Projected Capacitive Touch Screen, Internal Battery, Ambient Light Sensor, WiFi 802.11 2.45GHz B/G/N/AC + Blue Tooth, GPS, Front Camera, Rear camera w/Flash, Dual Digital Microphones, Stereo Speakers @ \$4,549.00 each (New MSRP is \$5,623.00 each) (Note: New Part # is RH-M2) (Page # 577)	- \$ 4,549.00
MotherBoard	- (1) MB-i7-RH-M1 – Motherboard (i.7): Intel Core i-7-5650U Processor (2.2GHz/3.1GHz, 4MB Cache, 2 Core, HD6000 Graphics, 2 USB 3.0 ports, 2 mPCIe half card slots. TPM v2.0) (Note: New part # is MB-i7-RH-M2) (Page # 568)	- Included
RAM	- (1) 8GB DDR3-1600 RAM @ \$100.00 each (Page # 576)	- Included
Hard-Drive	- (1) SSD-250GB-NVMe – 250GB M.2NVMe SSD-1GB	- Included

Operating System	– (1) OS-W10E64-RH-M2 – Windows 10 to T Enterprise 64 Bit Operating System for RH-M1 w/CBB license	-	Included
Bumpers	- (1) BMP-S-RH-M2 – Rhino Tab Shock-Absorbing bumpers	-	Included
Overlay	- (1) OVERLAY-S-RH-M1 – Standard Rhino Tab Bezel Package (Page # 575)	-	Included
Warranty	- (1) WRNT-3YR-RH-M1 – 3 Year Rhino Tab Warranty (Tablet Only) (Note: New Part # is WRNT-3YR-RH-M2) (Page # 579)	-	Included
Carrying Method	– (1) ACC-HANDLE-RH-M1 – Rhino Tab Side-Mount Handle @ \$35.00 each (Note: New Part # is CARRY-HANDLE-S-RH-M2) (Page # 559)	-	35.00
Cellular	- (1) CELL-VER-RH-M1 – Internal Verizon 4G LTE Cellular Modem w/ Internal antenna @ \$600.00 each (Note: MSRP is \$809.00 each) (Note: New Part # is CELL-VER-URC1-RH-M2) (Page # 567)	-	600.00
<u>PWR-AC-15V-90W</u>	– (1) 90W A/C Power Adapter US Plug (100-250VAC in, 15VDC Out, 1 Year Manufacturer's Warranty) @ \$109.00 (Page # 576)	-	109.00

<u>RD-P-1</u>	- (1) Rhino Tab Value Dock (1 10/100/1G Ethernet, 6 USB 3.0, Micro HDMI, 3 empty expansion card slots for USB 3.0 or Ethernet, 1 empty mPCIe half card slot, 4 RF Pass-Thru, 2 Ports for External Power Control and Ignition Sense @ \$575.00 each (Note: New Part # is RD-V-1) (Page # 576)	-	575.00
Power Cable	- (1) CBL-PWR-6FT-NC – 6 Ft. Fused Power Cable (Page # 565)	-	Included
Warranty	- (1) WRNT-3YR-RD-V-1 – 3 Year Rhino Tab Warranty (RD-V-1 Dock Only)	-	Included
<u>MNT-VEH-TM-5502-UNIB</u>	- (1) Tablet and Keyboard mounts w/2 Telescopic Posts. Tablet Post w/G.R.I.P., Tilt/Swivel and Single Arm and w/Display Holder. Keyboard Post w/G.R.I.P., Tilt/Swivel and Double Arm and Keyboard Tray. Telescopic Mid-Section on under the @ \$695.00 each (New Part # MNT-VEH-TM-5502UDB-UNIB) (Page # 575)	-	695.00
<u>KBD-TG3-BLT-X3818</u>	- (1) Rugged Backlit Keyboard – TG3 KBA-BLT-X3818 82 Backlit Red Illuminated Keyboard with Touchpad, Coiled Cord, 3 Year Manufacturer's Warranty @ \$330.00 each (Page # 568)	-	330.00
TOTAL COST (Shipping is included)			- \$ 6,838.50

SCOPE OF WORK:

- 1.) This is a Box Sale.
- 2.) This quote does not include the installation. If you decide to purchase this computers let me know and we will supply the installation cost.

This is quoted under NYS OGS HIRE Contract # PC 69031

If you wish to make the purchase from this quote let me know and I will send you the Formal Quote.

Prepared by:

Patrick O. Fox
National Sales Director
LPR & Law Enforcement Operations
E-mail – pfox@sw24.com
Cell # (518) 469-9201

Dobbs Ferry Police Dept. 1112 Main St. Dobbs Ferry, New York 10522	Contract#: Dobbs Ferry PD - Quote # 9
	Gov Contract# NYS HIRE # PC 69031
Patrol PC Rhino Tab	Date: 3/17/2023
SW24 Representative: Patrick O. Fox – National Sales Director for LPR & Law Enforcement Operations	

CHARGES

Appendix-A Materials Pre-Tax Subtotal \$6,838.50

Estimated Taxes..... \$0.00*

Equipment Total Including Estimated Taxes \$6,838.50

Estimated Freight \$0.00**

Grand Total Including Estimated Taxes and Estimated Freight \$6,838.50

*Sales Tax will be imposed on all Materials that are not exempt under the Tax Laws applicable to the jurisdiction(s) covered under this Contract. It is the responsibility of the Purchaser ("Client") to provide the proper sales tax exemption certificate to SecureWatch24, LLC and to make tax-free purchases that would normally be subject to sales tax under the Tax Laws applicable to this Contract. The amount of sales tax stated above is an estimate and is subject to change with or without notice at any time based on the applicable Tax Law for the jurisdiction(s) covered under this Contract. Acceptance of this Agreement constitutes an agreement to pay and all applicable sales tax to which the Client is subject, based on the Tax Law for which an exemption does not apply and/or for which an exemption certificate was not properly used, executed provided.

** Initial Freight Charges appearing on this form are estimates. Actual freight costs may be charged if they exceed this initial estimate.

SecureWatch24 agrees to provide the Materials described in this Agreement under the terms and conditions set forth herein provided the Client accepts this proposal without modification on or before:
6/30/2023

Agreed to:
Dobbs Ferry Police Dept.

Agreed to:
SecureWatch24, LLC

By, _____
Authorized Signature Date

By, _____
Authorized Signature Date

APPENIDX-A: BILL OF MATERIALS

SecureWatch24 will provide the following goods under this Agreement:

Manufacturer	Part Number	Description	Qty.	Unit Price	Extended Price
Patrol PC	RH-M1	Rhino Tab – M1 (12.1" Sunlight Display, 1200 NITS + Proactive Touch Screen, Internal Battery, Ambient Light Sensor, WiFi 802.11 2.45GHz, B/G/N/AC + Blue Tooth, GPS, Front 2MP Camera, Rear 5MP camera w/flash, dual digital microphones & stereo speakers – 3 Year Warranty from the manufacturer (new Part # RH-M2)	1	\$4,549.00	\$4,549.00
Patrol PC	MB-i7-RH-M1	Motherboard i7: Intel Core i-7 5600U Processor (2.6GHz/3.2GHz, 4MB Cache, 2 Core, HD5500 Graphics, 2 USB 3.0 Ports, 2mPc half card slots & TPM v2.0 – (New Part # MB-i7-RH-M2)	1	\$450.00	\$900.00
Patrol PC	RAM, Hard Drive, Operating System, Overlay & 3 Year Warranty	Included here is: 8GB DDR3-1600 RAM; SSD-240GB-MSATA-240GB mSATA 6BG/sec SSD; OS-W10ENT64-RH-M1 – Windows 10 to T Enterprise 64 Bit Operating System for RH-M1 with CBB License (New Part # OS-W10ENT-64-RH-M2); OVR-S-RH-M1 – Standard Rhino Tab Bezel (New Part # OVR-S-RH-M2) & WRNT-3YR-RH-M1 – 3 Year Rhino	1	Included	Included
Patrol PC	RD-P-1	Rhino Tab Value Doc – (New Part # RD-V-1)	1	\$575.00	\$575.00
Patrol PC	CBL-PWR-6FT-NC & BMP-S-RH-M2	6 Ft. Fused Power Cable & Rhino Tab M2 Shock Absorbing Bumpers	1	Included	Included
Patrol PC	WRNT-3YR-RD-V-1	3 Year Rhino Tab Dock Warranty – (RD-V-1 Dock only)	1	Included	Included
Patrol PC	BD-TG3-BT-X3818	Rugged Backlit Keyboard – TG3 BA-BT-X3818 82 Backlit Red Illuminated keyboard w/Touchpad/Coiled Cord – 3 Year's Manufacturer's Warranty	1	\$330.00	\$330.00
Patrol PC	MNT-VEH-TM-5502-UNIB	Tablet and Keyboard Mounts for 2021 – 2022 GMC Terrain	1	\$695.00	\$695.00
Patrol PC	PWR-AC-15V-90W-NC	90W A/C Power Adapter US Plug (100-250VAC in, 15VDC Out – 1 Year Manufacturer's Warranty)	1	\$109.00	\$109.00
Patrol PC	ACC-HANDLE-RH-M1	Rhino Tab Side-Mount Handle – (New Part # CARRY-HANDLE-S-RH-M2)	1	\$35.00	\$35.00
Patrol PC	CELL-VER-RH-M1	Internal Verizon 4G LTE Cellular Modem with Internal Antenna – (New Part # CELL-VER-URC1-RH-M2)	1	\$600.00	\$600.00

APPENIDX-B: SHIPPING AND BILLING ADDRESSES

SecureWatch24 will deliver the goods under this Agreement to:

Shipping Address

Street Address	City	State	Zip Code
1112 Main St.	Dobbs Ferry	New York	10522

Receiving Contact Name / Attention-To	Receiving Contact Phone	Receiving Contact Email
Chief Manuel Guevara	(914) 693-5500	mguevara@dobbsferry.com

Billing Address

Street Address	City	State	Zip Code
1112 Main St.	Dobbs Ferry	New York	10522

Billing Contact Name / Attention-To	Billing Contact Phone	Billing Contact Email
Chief Manuel Guevara	(914) 693-5500	mguevara@dobbsferry.com

APPENDIX-C: TERMS AND CONDITIONS

Except as where otherwise specified by Public Sector Purchase Agreement, which shall be recognized as superior where any conflict exists; the Uniform Commercial Code and the Terms and Conditions below shall govern this transaction.

1. Payment
 - a. Invoicing shall occur when the goods are tendered.

- b. Invoices are due upon receipt.
 - c. Initial Freight Charges appearing on this form are estimates. Actual freight charges may be charged if they exceed this initial estimate.
- 2. **Governing Law**
 - a. In connection with any dispute which may arise under this Agreement, the parties hereto hereby irrevocably submit to, consent to, and waive any objection to, the exclusive jurisdiction of the courts of the state of New York located in the county of New York or of the United States District Court for the Southern District of New York.
- 3. **Title and Risk of Loss**
 - a. For Materials shipping to You, title will transfer including risk of loss when the product is delivered to the carrier for shipment. Thereafter, You assume the risk and are responsible for insurance or other protection You may deem necessary.
- 4. **Warranty**
 - a. Customer expressly understands and agrees that warranties regarding, materials, workmanship and/or fitness of use or purpose (the "Manufacturer's Warranty"), if any, are made exclusively by the Manufacturer and not by SW24, and if made, shall be encompassed within a separate Manufacturer's Warranty agreement. Customer's sole remedy under Manufacturer's Warranty shall lie exclusively against and be obtainable only from the Manufacturer, and Customer expressly agrees that it shall have no claim or cause of action against SW24 in the event the Manufacturer is for any reason unwilling or unable to perform under the terms of Manufacturer's Warranty.