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**Board of Contract Appeals**  
General Services Administration  
Washington, D.C. 20405

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GRANTED IN PART: September 30, 2003

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GSBCA 15962

SMF SYSTEMS CORPORATION,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

David A. Wilson and Barry J. Hurewitz of Hale and Dorr LLP, Washington, DC, counsel for Appellant.

Michael J. Noble, Office of General Counsel, General Services Administration, Washington, DC, counsel for Respondent.

Before Board Judges **DANIELS** (Chairman), **PARKER**, and **HYATT**.

**HYATT**, Board Judge.

This appeal arose from a dispute under Federal Acquisition Services for Technology (FAST) contract number GS00K97AFD2187, entered into between respondent, the General Services Administration (GSA), and the Small Business Administration on behalf of appellant, SMF Systems Corporation. On September 26, 2002, SMF appealed a contracting officer's decision denying its claim for \$9,533,935 plus interest in breach damages arising under a delivery order issued by GSA on behalf of the Department of Health and Human Services and asserting an affirmative Government claim in the amount of \$741,485, for failure to provide maintenance services for software acquired under the contract.

On September 29, 2003, the parties filed a stipulation of award reflecting their agreement to settle this appeal. The stipulation states in pertinent part:

Pursuant to Board Rule 136(e), the parties hereby

stipulate that SMF's assignee, Citizens Leasing Corporation, should be paid a total of Nine Million, Twenty-Three Thousand, Four Hundred and Thirty-Seven dollars and Fifty cents out of the Permanent Indefinite Judgment Fund (31 U.S.C. § 1304) as full payment of SMF's claim and all related matters (including GSA's claim). The parties stipulate that the sum of \$9,023,437.50 represents a fair and reasonable compromise of each party's respective claims and positions regarding the total amounts respectively claimed under the Delivery Order as amended. Also, as agreed to by the parties, the awarded amount constitutes full satisfaction of SMF's claim, GSA's claim, and SMF agrees to waive any demand for interest (pursuant to the Contract Disputes Act of 1978 or any other legal authority) and attorney fees, costs, or expenses (pursuant to the Equal Access to Justice Act or any other legal authority). Finally, GSA and SMF represent that (1) the parties will not seek reconsideration of, or relief from, the Board's decision; and (2) the parties will not appeal the decision.

#### Decision

This appeal is **GRANTED IN PART** in accordance with the parties' joint stipulation of award. Rule 136(e) (48 CFR 6101.36(e) (2002)). The amount of \$9,023,437.50 is to be paid from the permanent indefinite judgment fund, 31 U.S.C. § 1304 (2000), without interest.

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CATHERINE B. HYATT  
Board Judge

We concur:

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STEPHEN M. DANIELS  
Board Judge

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ROBERT W. PARKER  
Board Judge