

**U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT**  
**ICE Policy System**

<b>DISTRIBUTION:</b>	<b>ICE</b>
<b>DIRECTIVE NO.:</b>	<b>2-5.0</b>
<b>ISSUE DATE:</b>	<b>January 18, 2008</b>
<b>EFFECTIVE DATE:</b>	<b>January 18, 2008</b>
<b>REVIEW DATE:</b>	<b>January 18, 2011</b>
<b>SUPERSEDES:</b>	<b>See Section 3.</b>

**DIRECTIVE TITLE: PARTIAL PAYMENT OF INVOICES**

1. **PURPOSE and SCOPE.** This Directive establishes U.S. Immigration and Customs Enforcement (ICE) policy and procedures for partial payment of invoices. This Directive applies to all ICE Program Offices.
2. **AUTHORITIES/REFERENCES.**
  - 2.1. Antideficiency Act, 31 United States Code (U.S.C. § 1341), Limitations on Expending and Obligating Amounts.
  - 2.2. 5 Code of Federal Regulations (CFR) Part 1315, Prompt Payment.
  - 2.3. Federal Acquisition Regulation (FAR) 32.906 (48 CFR 32.906), Making payments.
3. **SUPERSEDED/CANCELED POLICY/ SUMMARY OF CHANGES.** This Directive is the originating and establishing Directive for ICE policy on Partial Payment of Invoices.
4. **BACKGROUND.** Generally, invoices are paid in full when goods and services are received and accepted by an authorized Government official. However, there are certain circumstances when partial payment of an invoice is necessary. These circumstances are set forth in Section 6 below.
5. **DEFINITIONS.** The following definitions are provided for the purpose of this Directive.
  - 5.1. **Acceptance.** The acknowledgment by an authorized Government official that goods received and services rendered conform to contract requirements. Acceptance also applies to partial deliveries.
  - 5.2. **Antideficiency Act.** The legislation enacted by Congress to prevent the incurring of obligations or the making of expenditures (outlays) in excess of amounts available in appropriations or funds.
  - 5.3. **Authorized Government Official.** The program person who is charged with ensuring that the quantity and/or quality of goods and services received is in accordance with contract terms, conditions, and specifications.

- 5.4. Contract.** A mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them. It includes all types of commitments that obligate the Government to an expenditure of appropriated funds and that, except as otherwise authorized, are in writing. This includes rental and lease agreements, purchase orders, task/delivery orders (including obligations under Federal Supply Schedule contracts), letter contracts, and blanket purchase agreements.
- 5.5. Contracting Officer.** The person with authority to enter, administer, and/or terminate a contract, and to make related determinations and findings.
- 5.6. Dispute.** A material disagreement between the Government and the contractor. It may relate to the quality or quantity of goods or services received.
- 5.7. Invoice.** A contractor's bill or written request for payment under the contract for supplies and/or services rendered.
- 5.8. Partial Payment.** Payment of an amount less than the total amount of an invoice.
- 5.9. Proper Invoice.** In compliance with the Prompt Payment Act and ICE contract requirements, a proper invoice contains the following information:
- 1) Name and address of the vendor;
  - 2) Invoice date and invoice number;
  - 3) Contract number, task/delivery order number or purchase order number, and contract line item number(s);
  - 4) Description, unit of measure, unit price and/or extended price, and quantity of property and services actually delivered or rendered;
  - 5) Shipping number and/or date of shipment, bill of lading number and/or weight;
  - 6) Payment terms as stated in the contract to include discount terms;
  - 7) Name, title, phone number, and mailing address of person to notify in the event of a defective invoice;
  - 8) Taxpayer Identifying Number (TIN);
  - 9) Electronic Funds Transfer (EFT) banking information, except in situations where the EFT requirement is waived; and
  - 10) Other substantiating documentation, for example, a waybill for shipping charges if freight is \$100 or more, or other information as required by the contract.

- 5.10. Receipt.** The acknowledgment by an authorized Government official that goods and services are received in conformity with the contract requirements. Receipt also applies to partial deliveries.
- 5.11. Receiving Report.** Written or electronic evidence of receipt of goods or services by an authorized Government official.
- 6. POLICY.** It is the policy of ICE that the Office of Financial Management (OFM) may not pay any invoice which exceeds the amount obligated, even if the goods and services have been fully received and accepted by an authorized Government official and there are no disputes. The OFM may pay a lesser amount than the total amount of an invoice if the lesser amount is the result of non-receipt and/or acceptance of a portion of the goods and/or services rendered, or after a discount deduction is applied when the invoice is valid and the corresponding obligation record has sufficient funds available. In the event of a contractual dispute, a partial payment may be made to a vendor only at the contracting officer's direction (e.g., pursuant to a contracting officer's final decision of settlement agreement).
- 7. RESPONSIBILITIES.**
- 7.1.** OFM has the broad function of managing, coordinating, and regulating activities concerned with the processing of invoice payments, both full and partial. OFM maintains oversight over the receipt, processing, payment, and posting of invoices and is responsible for:
- 1) Determining if an incoming invoice is proper for payment and if the invoice amount exceeds the obligation amount recorded in the financial system;
  - 2) Returning an improper invoice to the vendor as soon as practicable after receipt, but no later than seven calendar days after receipt, and submitting a vendor notification that identifies all defects that prevent payment and include a request for a corrected invoice;
  - 3) Submitting a notification of the approval to process the invoice for payment; and
  - 4) Processing timely payments and recording payment transactions in the financial system.
- 7.2.** The Contracting Officer is the exclusive agent of the Government with the authority to enter into and administer contracts, and to ensure that all requirements of law and regulation are followed. The Contracting Officer is responsible for:
- 1) Ensuring that the Contractor is performing the technical requirements of the contract in accordance with the contract terms, conditions, and specifications;
  - 2) Remediating any technical or contractual disputes encountered during performance, and identifying any potential problems or deficiencies;

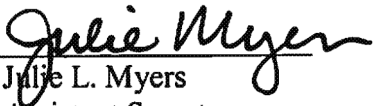
- 3) Issuing determinations and findings on a contract for supplies or services; and
- 4) Designating, when possible, a Contracting Officer's Technical Representative (COTR) to perform technical functions under the contract, including inspection and acceptance of supplies or services.

**8. PROCEDURES.**

- 8.1. OFM will receive and accept original incoming invoices and determine if an invoice is proper for payment based on the criteria prescribed in the Prompt Payment regulations. Any improper invoices shall be returned to the contractor/vendor with a vendor notification identifying the reason(s) for the returned invoice.
- 8.2. OFM will ensure that the receipt and acceptance of the goods/services cited on the proper invoice are approved by the authorized Government official and that sufficient obligation funds are available before the invoice is paid.
- 8.3. An invoice may only be amended by the originating vendor, the Contracting Officer or the COTR. If an invoice needs to be amended by the Government due to minor discrepancies or adjustments, the Contracting Officer or COTR will complete and sign an ICE Invoice Adjustment Form. The Contracting Officer or COTR must notify the vendor of the adjustment, and seek the vendor's concurrence in writing on the form, or note their nonconcurrence (with date, and name and title of the person contacted), and route the form to OFM. If the vendor disagrees with the changes to the invoice, the matter will be coordinated by the Contracting Officer with OFM.

**9. ATTACHMENTS. NONE.**

10. **NO PRIVATE RIGHT STATEMENT.** This Directive is an internal policy statement of ICE. It is not intended to, and does not create any rights, privileges, or benefits, substantive or procedural, enforceable by any party against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

Approved   
Julie L. Myers  
Assistant Secretary  
U.S. Immigration and Customs Enforcement