

# DOJ FY 2026 Invited to Apply – National Integrated Ballistic Information (NIBIN) Modernization Program

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Grants.gov Funding Opportunity Number: O-BJA-2026-172648

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## Application Deadlines in Eastern Time (ET):

1. Complete SF-424 and submit in Grants.gov: **July 27, 2026, by 11:59 p.m. ET**
  2. Submit full application in JustGrants: **July 29, 2026, by 8:59 p.m. ET**
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# 1. BASIC INFORMATION

## Purpose of the Funding

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice’s (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. This NOFO is authorized under Public Law 119-21, Title X, Subtitle A, Part II, Section 100055 (codified at 34 U.S.C. § 61101), which provides funding to enhance capacity to locate and apprehend aliens who have committed crime(s) under Federal, State, or local law, in addition to being unlawfully present in the United States, investigate crimes committed by illegal aliens, counter gang and criminal activity including drug and human trafficking operations, support prosecutions, coordinate with federal immigration enforcement partners, and strengthen multi-jurisdictional responses to transnational criminal organizations threatening American communities.

This grant program is a collaboration between the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) and the Office of Justice Programs’ (OJP) Bureau of Justice Assistance (BJA) to provide state, local, and tribal law enforcement agencies with funding to acquire modern ballistic imaging equipment and implement crime gun intelligence best practices.

This is an invitation to apply notice of funding opportunity (NOFO) for the FY 2026 National Integrated Ballistic Information Network (NIBIN) Modernization Program. This program will modernize NIBIN technology at 194 existing sites currently utilizing outdated technology. Grant funds will cover the cost of new NIBIN-compatible equipment and maintenance costs for five years. Eligible applicants are entities listed in [Appendix 1](#).

See the [Eligible Applicants](#) section for eligibility details.

## Funding Details

<b>Announcement Type</b>	Initial
<b>Assistance Listing Number</b>	16.076
<b>Statutory Authority</b>	Pub. L. No. 119-21, Sec. 100055 (codified at 34 U.S.C. § 61101)
<b>Grants.gov Opportunity Number</b>	O-BJA-2026-172648
<b>Competition ID Number</b>	25825
<b>Expected Total Amount of Funding</b>	\$58,200,000
<b>Anticipated Number of Awards</b>	194
<b>Award Type(s)</b>	Grant

<b>Anticipated Award Amount</b>	(\$300,000 per equipment system)
<b>Expected Award Period(s)</b>	60 months

## Key Dates and Times

<b>NOFO Release Date</b>	June 26, 2026
<b>SAM.gov Registration/Renewal</b>	Begin the process by June 26, 2026, and no later than July 13, 2026
<b>Step 1: Grants.gov Deadline</b>	11:59 p.m. ET on July 27, 2026
<b>Step 2: JustGrants Deadline</b>	8:59 p.m. ET on July 29, 2026
<b>Anticipated Notification Date</b>	By September 30, 2026

See [Questions?](#) at the end of this NOFO for agency contact information.

## 2. ELIGIBILITY

### Eligible Applicants

The types of entities that are eligible to apply are:

**Other:** Eligible applicants are jurisdictions listed in [Appendix 1](#).

**Cost Sharing (Match) Requirement:** This NOFO does **not** require cost sharing (match).

## 3. PROGRAM DESCRIPTION

### Statutory Authority

Pub. L. No. 119-21, Sec. 100055 (codified at 34 U.S.C. 61101)

### Agency Funding Priorities

In order to advance public safety and help meet its mission, OJP priorities include:

- (a) Directly supporting law enforcement operations (including immigration law enforcement operations);
- (b) Combatting violent crime;
- (c) Supporting services to American citizens;
- (d) Protecting American children; and
- (e) Supporting American victims of trafficking and sexual assault.

**Unallowable Activities:** The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.
2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.
3. As specified in the [DOJ Grants Financial Guide](#), in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply: (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

## Goals and Objectives of This Funding Opportunity

**Goal 1:** Improve nationwide access to NIBIN through modernization of ballistic imaging technology at NIBIN sites, enhancing forensic ballistic capabilities for state, local, and tribal law enforcement agencies to investigate and solve gun crimes committed by illegal aliens, counter gang and criminal activity including drug and human trafficking operations.

- **Objective 1:** Replace end-of-life equipment at 194 existing NIBIN sites and deploy new NIBIN-compatible technology to ensure reliable, modern ballistic analysis capability nationwide.
- **Objective 2:** Increase ballistic evidence processing capacity, reduce backlogs, and improve gun crime case clearance rates through enhanced NIBIN technology and crime gun intelligence best practices.

For a description of how awards under this NOFO will contribute to achieving these goals and objectives, see the [Performance Reports](#) section below.

## Expected Outcomes

OJP expects recipients to submit deliverables and performance reports, as described below. Read the [Application Resource Guide](#) for more information. OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

### Deliverables

Recipients do not need to submit any deliverables other than the standard items in the [Post-Award Requirements and Administration](#) section.

Additionally, recipients will be expected to:

#### 1. Legacy Equipment Disposition

- Upon successful installation and operational testing of new NIBIN-compatible equipment, recipients may dispose of legacy NIBIN equipment according to their agency's standard procedures for surplus property disposition.
- Recipients are not required to return legacy equipment to ATF. Disposition methods may include recycling, salvage, or disposal in accordance with applicable federal, state, and local regulations. New equipment must be fully operational, and staff fully trained before legacy equipment is taken offline or disposed of to ensure continuous NIBIN capability.

#### 2. NIBIN Equipment and Services Acquisition

Secure ATF-approved, NIBIN-compatible ballistic imaging capability for a minimum five-year period through acquisition, lease, or subscription arrangement. The selected approach must:

- Provide continuous access to operational, NIBIN-compatible equipment
- Include all necessary maintenance, software updates, and technical support
- Ensure equipment meets current ATF NIBIN technical specifications
- Cover the full five-year grant performance period
- Support seamless data integration with the National NIBIN Network

Grant funds may be used for equipment purchase with warranty, multi-year service subscriptions, or equipment lease arrangements. Recipients must budget the full five-year cost and demonstrate in their application how they will sustain capability beyond the grant period.

#### 3. ATF Coordination and CGI Best Practices

Execute the required ATF Memorandum of Understanding, join ATF's National NIBIN Correlation and Training Center (NNCTC) if capacity exists and

implement crime gun intelligence best practices including timely evidence processing, investigative follow-up on NIBIN leads, and regional information sharing.

### Performance Reports

OJP requires recipients to submit regular performance reports that communicate progress toward achieving [Program Goals and Objectives](#). Read information on [performance reporting](#). Award recipients will receive further guidance on post award reporting requirements.

## 4. APPLICATION CONTENTS AND FORMAT

### Application Contents List

The table below lists the contents of your application. Refer to the [DOJ Grant Application Submission Checklist](#) for application instructions.

Application Item	Submission Type
<b>Step 1: Grants.gov</b>	
<a href="#">Application for Federal Assistance: SF-424</a> <b>*Required*</b>	Online Form
<b>Step 2: JustGrants</b>	
<a href="#">Standard Applicant Information</a> <b>*Required*</b>	Online Form
<a href="#">Proposal Abstract</a> <b>*Required*</b>	Text Box
<a href="#">Data Requested With Application</a> <ul style="list-style-type: none"> <li>Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)</li> </ul>	Online Form
<a href="#">Proposal Narrative</a> <b>*Required*</b>	Attachment
<a href="#">Budget</a> <b>*Required*</b>	Online Form
<a href="#">Memorandum of Understanding</a> <b>*Required*</b> <ul style="list-style-type: none"> <li>Memorandum of Understanding with ATF (Appendix 2)</li> </ul>	Attachment
<a href="#">Other Budget/Financial Attachments</a> <ul style="list-style-type: none"> <li>Indirect Cost Rate Agreement (if applicable)</li> <li>Consultant Rate (if applicable)</li> <li>Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable)</li> </ul>	Attachment

<a href="#">Additional Application Components</a> <ul style="list-style-type: none"> <li>• Tribal Authorizing Resolution (if applicable)</li> </ul>	Attachment
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## Standard Applicant Information

Review and edit as needed the information imported from the SF-424 submitted in Grants.gov. Add ZIP codes for areas affected by the project.

## Proposal Abstract

In JustGrants, enter a proposal abstract (limited to 2,000 characters) summarizing the proposed project. As abstracts for funded projects are public, do not include any personally identifying information (e.g., staff names). The abstract should include the following information:

- The name of the applicant’s proposed project.
- The purpose of the proposed project (i.e., what the project will do and why it is necessary).
- Where the project will take place (i.e., the service area, if applicable).
- Who will be served by the project (i.e., who will be helped or have their needs addressed by the project).
- What activities will be carried out to complete the project.
- The subrecipient(s)/partner organizations or entities, if known.
- Deliverables and expected outcomes (i.e., what the project will achieve).

View an example of a [proposal abstract](#).

## Data Requested With Application

### Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

Review information on this [questionnaire](#).

## Proposal Narrative

### Format of the Proposal Narrative

Submit the narrative as an attachment in JustGrants. The document should:

- Be double-spaced, using a standard 12-point size font
- Have no less than 1-inch margins
- Have numbered pages
- Not exceed 20 pages.

### Sections of the Proposal Narrative

The Proposal Narrative must include the three sections listed below.

**1. Project Goals and Objectives:** How will the proposed project address the need identified and address the purpose of the NOFO? Please include:

- Project goals (goals are broad, visionary statements on what you hope to accomplish) that describe how modernizing NIBIN capability will enhance your jurisdiction’s ability to investigate and solve gun crimes.
- Project objectives (objectives are specific outcomes you plan to achieve through project activities) that detail how you will
  - Improve ballistic evidence processing turnaround times
  - Increase gun crime case clearance rates
  - Implement or enhance CGI best practices
- How your project goals and objectives relate to the [goals and objectives of the funding opportunity](#).

**2. Project Design and Implementation:** How will you implement project activities that meet the project goals and objectives? Please include:

- What activities you will conduct to achieve the proposed goals and objectives.
- Confirmation that you will replace your outdated equipment with new NIBIN-compatible technology for the five-year grant period,
- Your plan to maintain continuous NIBIN capability during the equipment transition period,
- Your approach for legacy equipment disposition once new equipment is operational,
- Confirmation that your department will join the NNCTC if capacity exists
- Your approach to implement and sustain CGI best practices. Your strategy to sustain NIBIN capability after the five-year grant-funded period ends.

**3. Capabilities and Competencies:** What administrative and technical capacity and expertise do you bring to successfully complete this project? Please include:

- **Technical capacity:** Your current forensic or investigative capabilities related to ballistic evidence and firearms investigations.
- **Personnel:** A summary of the qualifications and relevant experience of key personnel who will be responsible for:
  - Project management and grant administration
  - Operating NIBIN equipment (existing or planned staff)
  - Conducting firearms investigations using ballistic intelligence
- **Partnerships:** Existing or planned partnerships with ATF, crime laboratories, prosecutors, or other law enforcement agencies that will support NIBIN implementation and CGI best practices.

## Budget and Associated Documentation

### Budget

Use the Budget Detail Worksheet (Web-Based Form) to submit the budget. Read information on [budget preparation](#) and [JustGrants Application Submission Training](#).

- List each cost needed to implement the project under the appropriate cost category—specifically, the NIBIN compatible machine with a five-year warranty.
- Clearly name and describe each cost.
- Show the computation of each cost (e.g., cost per unit, number of units, and total cost).
- Enter narrative, as needed, to explain the cost calculations and connection to your project goals, objectives, and activities.
- Include only costs that are reasonable, allocable, and necessary to implement the project. They must be allowable under the funding statute and agency requirements.<sup>1</sup>

### Budget Limits:

- Entities invited for one equipment system: Maximum budget of \$300,000.
- Entities invited for multiple equipment systems: Maximum of \$300,000 per system. Each system must be budgeted separately and may not exceed \$300,000.

### Budget/Financial Attachments

- **Indirect Cost Rate Agreement (if applicable):** If the budget includes indirect costs calculated using a current, federally approved indirect cost rate, upload your indirect cost rate agreement. Read information about [indirect costs](#).
- **Consultant Rate (if applicable):** Read information on [limits to consultant rates](#) and whether you need to request approval to exceed those limits.
- **Limitation on Use of Award Funds for Employee Compensation for Awards Over \$250,000; Waiver (if applicable):** Read information on this [limitation](#) and to determine whether you need to submit a waiver.
- **Disclosure of Process Related to Executive Compensation (if applicable):**  
Applicants to this funding opportunity are not required to provide this disclosure.

## Memorandum of Understanding (MOU) and Supporting Documents

Attach a Memorandum of Understanding (MOU) with ATF. Refer to [Appendix 2](#) for the specific MOU that is required with the ATF.

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<sup>1</sup> See [2 C.F.R. Part 200, Subpart E](#) and the [DOJ Grants Financial Guide](#). Read information on [unallowable costs](#) that apply to all funding opportunities.

MOUs should be submitted as one separate attachment to the application. Unsigned draft MOUs may be submitted with the application, but you should describe in a cover page to the attachment why they are unsigned.

## Additional Application Components

Attach in JustGrants:

- **Tribal Authorizing Resolution (if applicable):** Read information on whether you may need to submit a [Tribal Authorizing Resolution](#).

## Disclosures and Assurances

Read the [disclosures and assurances](#) and complete them in JustGrants:

- Disclosure of Lobbying Activities
- Disclosure of Duplication in Cost Items (if applicable)
- DOJ Certified Standard Assurances
- Applicant Disclosure and Justification—DOJ High-Risk Grantees (if applicable)

## 5. SUBMISSION REQUIREMENTS AND DEADLINES

The [DOJ Grant Application Submission Checklist](#) provides instructions for how to submit you application by the [deadlines](#). [Executive Order \(E.O.\) 12372](#) (Intergovernmental Review of Federal Programs) does not apply to this funding opportunity: read the [Application Resource Guide](#) for details. Read OJP’s policy for applicants to [request late submission](#) due to technical difficulties, severe weather, or natural or manmade disasters.

## 6. APPLICATION REVIEW INFORMATION

OJP will review applications to ensure the information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. In addition, OJP reviews invited applications for consistency with the invitation letter and invited applicant guidance. See the [Application Resource Guide](#) for information on the application review process, including risk review, and the deciding official.

## 7. AWARD NOTICES

Read about the [award notification](#) process.

## 8. POST-AWARD REQUIREMENTS & ADMINISTRATION

Read the [Application Resource Guide](#) for more information about: standard award terms and conditions, administrative and national policy requirements, and post-award reporting requirements.

## 9. QUESTIONS?

<b>NOFO Contact</b>	<p>Name: OJP Response Center</p> <p>Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)</p> <p>Email: <a href="mailto:OJP.ResponseCenter@usdoj.gov">OJP.ResponseCenter@usdoj.gov</a></p> <p>Hours: 9:00 a.m.–5:00 p.m. ET, Monday–Friday</p>
<b>SAM.gov Help Desk</b>	<p>Website: <a href="https://sam.gov/help">sam.gov/help</a></p> <p>Hours: 8 a.m.–8 p.m. ET, Monday–Friday (closed federal holidays)</p>
<b>Grants.gov Help Desk</b>	<p>Phone: 800-518-4726</p> <p>Email: <a href="mailto:support@grants.gov">support@grants.gov</a></p> <p>Website: <a href="https://grants.gov/support">grants.gov/support</a></p> <p>Hours: 24 hours a day, 7 days a week (closed federal holidays)</p>
<b>JustGrants Help Desk</b>	<p>Phone: 833-872-5175</p> <p>Email: <a href="mailto:JustGrants.Support@usdoj.gov">JustGrants.Support@usdoj.gov</a></p> <p>Hours: 7:00 a.m.–9:00 p.m. ET, Monday–Friday and 9:00 a.m.–5:00 p.m. ET on Saturday, Sunday, and federal holidays.</p>

## APPENDIX 1—INVITED TO APPLY

The following entities are invited to apply for the FY 2026 NIBIN Modernization Program. Entities invited to apply for more than one NIBIN equipment system have the number of systems indicated in parentheses next to their name. Entities without a number in parentheses are invited to apply for one equipment system.

**Example:** "Duvall County, FL Sheriff's Office – Jacksonville (2)" may submit one application requesting funding for two NIBIN equipment systems.

Invited Applicants	
1.	Acadiana, LA Criminalistics Laboratory
2.	Alabama Department of Forensic Services Laboratory
3.	Alameda County, CA Sheriff's Office Crime Laboratory
4.	Albuquerque, NM Police Department Laboratory
5.	Allegheny County, PA Office of the Medical Examiner Laboratory
6.	Anchorage, AK Police Department
7.	Arkansas State Crime Laboratory
8.	Arlington, TX Police Department Laboratory
9.	Atlanta, GA Police Department Laboratory
10.	Aurora, IL Police Department
11.	Austin, TX Police Department Laboratory
12.	Baltimore County, MD Police Department Laboratory
13.	Baltimore, MD HIDTA
14.	Baltimore, MD Police Department Laboratory
15.	Bergen County, NJ Sheriff's Office – Firearms Identification Unit
16.	Berks County, PA District Attorney's Forensic Services Unit Laboratory
17.	Birmingham, AL Police Department Firearms Identification Unit
18.	Boston, MA Police Department Crime Laboratory
19.	Broward County, FL Sheriff's Office Laboratory
20.	Camden County, NJ Police Department
21.	Canton/Stark County, OH Crime Laboratory
22.	Colorado Bureau of Investigations – Denver, CO Forensic Science Laboratory
23.	Colorado Bureau of Investigations – Grand Junction, CO Forensic Science Laboratory
24.	Colorado Bureau of Investigations – Northern Colorado Regional Forensic Science Laboratory
25.	Colorado Bureau of Investigations – Pueblo, CO Forensic Science Laboratory
26.	Chandler, AZ Police Department
27.	Charleston County, SC Sheriff's Office
28.	Charleston, WV Police Department
29.	Charlotte Mecklenburg, NC Police Department Crime Laboratory
30.	Chatham County, GA Police Department
31.	Chattanooga, TN Police Department
32.	Chicago, IL Police Department – Forensic Services Division

<b>Invited Applicants</b>	
33.	Cincinnati, OH Police Department (2)
34.	Columbus, OH Police Department Crime Laboratory
35.	Contra Costa County, CA Sheriff's Office Crime Laboratory
36.	Corpus Christi, TX Police Department Crime Laboratory
37.	Cumberland County, NC Sheriff's Office Laboratory
38.	Cuyahoga County, OH Medical Examiner's Office Laboratory
39.	Dallas, TX Police Department Laboratory (2)
40.	Delaware State Police
41.	Denver, CO Police Department Laboratory (2)
42.	Des Moines, IA Police Department
43.	Detroit, MI Police Department
44.	Duval County, FL Sheriff's Office – Jacksonville (2)
45.	El Paso Sheriff's Office, TX Police Department
46.	Erie County, NY CPS Forensic Lab
47.	Essex County, NJ Sheriff's Office
48.	Fargo, ND Police Department
49.	Fayetteville, NC Police Department
50.	Fort Bend County, TX Sheriff's Office
51.	Fort Worth, TX Police Department Laboratory
52.	Fresno, CA Police Department
53.	Georgia Bureau of Investigation Laboratory – Decatur
54.	Glendale, AZ Police Department
55.	Glendale, CA Police Department Laboratory
56.	Greensboro, NC Police Department Laboratory
57.	Hillsborough County, FL Sheriff's Office
58.	Houston, TX Forensic Science Center Laboratory (2)
59.	Institute of Forensic Sciences Harris County TX Laboratory
60.	Illinois State Police – Chicago Forensic Laboratory
61.	Illinois State Police – Joliet Forensic Laboratory
62.	Illinois State Police – Metro East Forensic Laboratory
63.	Indian River County, FL Crime Laboratory
64.	Indiana SP – Fort Wayne Laboratory
65.	Indiana SP – Headquarters Laboratory
66.	Iowa Division of Criminal Investigation Criminalistics Laboratory
67.	Jackson, TN Police Department
68.	Jefferson Parish, LA Sheriff's Office Crime Laboratory
69.	Johnson County, KS Sheriff's Office Laboratory
70.	Kansas City, MO Police Department – Regional Crime Laboratory
71.	Kansas Bureau of Investigation – Topeka, KS Laboratory
72.	Lake County, IN Crime Laboratory
73.	Laredo, TX Police Department
74.	Las Vegas, NV Metropolitan Police Department – Forensic Laboratory

<b>Invited Applicants</b>	
75.	Long Beach, CA Police Department Laboratory
76.	Los Angeles County, CA Sheriff's Office Laboratory
77.	Los Angeles, CA Police Department – 77th District
78.	Los Angeles, CA Police Department Laboratory (3)
79.	Louisiana State Police Crime Laboratory (2)
80.	Louisville, KY Metro Police Department
81.	Madison County, AL Sheriff's Office Laboratory
82.	Madison, WI Police Department
83.	Marion County, IN Forensic Services Agency Laboratory (2)
84.	Maryland State Police – Berlin Forensic Laboratory
85.	Maryland State Police – Pikesville Forensic Laboratory
86.	Massachusetts State Police – Maynard Laboratory
87.	Memphis, TN Police Department
88.	Mesa, AZ Police Department Forensic Services Laboratory
89.	Mesquite, TX Police Department
90.	Miami Gardens, FL Police Department
91.	Miami Valley, OH Reg Crime Laboratory
92.	Miami-Dade, FL Police Department Laboratory (2)
93.	Milwaukee, WI Police Department
94.	Minneapolis, MN Police Department Laboratory
95.	Mississippi DPS Biloxi Forensics Laboratory
96.	Mississippi DPS Pearl Forensics Laboratory
97.	Monroe County, NY Public Safety Laboratory
98.	Montgomery County, TX Sheriff's Office Laboratory
99.	Muscogee County, GA Police Department
100.	Nashville, TN Metro Police Department Laboratory (2)
101.	Nassau County, NY Police Department
102.	New Jersey State Police – Hamilton (2)
103.	New Mexico State Police
104.	New Orleans, LA Police Department – New Orleans Police Department Crime Lab
105.	New York City, NY Police Department Laboratory (4)
106.	New York State Police – Crime Laboratory (3)
107.	Newark, NJ Police Department Laboratory
108.	North Carolina State Crime Laboratory – Raleigh (2)
109.	North Louisiana Crime Laboratory
110.	Northern IL Police Crime Laboratory
111.	Oakland County, MI Sheriff's Office Laboratory
112.	Oakland, CA Police Department Laboratory
113.	Ohio Bureau of Criminal Investigation – Richfield Laboratory
114.	Oklahoma City, OK Police Department Laboratory
115.	Oklahoma State Bureau of Investigation Forensic Laboratory
116.	Omaha, NE Police Department

Invited Applicants
117. Onondaga County, NY Center for Forensic Science Laboratory
118. Pennsylvania State Police – Bethlehem Regional Laboratory
119. Pennsylvania State Police – Greensburg Regional Laboratory
120. Pennsylvania State Police – Harrisburg Regional Laboratory
121. Palm Beach County, FL Sheriff's Office Laboratory (2)
122. Peoria, IL Police Department
123. Philadelphia, PA Police Department Headquarters Laboratory (2)
124. Phoenix, AZ Police Department Crime Laboratory (3)
125. Plano, TX Police Department Laboratory
126. Puerto Rico Institute of Forensic Services Criminalistic Laboratory
127. Rhode Island State Crime Laboratory
128. Richmond, VA Police Department
129. Rockford, IL Police Department
130. Sacramento County, CA Sheriff's Office Laboratory
131. Sacramento, CA Police Department
132. Salem, OR Police Department
133. Salinas, CA Police Department
134. San Antonio, TX Police Department
135. San Bernardino County, CA Sheriff's Office Laboratory
136. San Bernardino, CA Police Department
137. San Diego County, CA Sheriff's Office Laboratory
138. San Diego, CA Police Department Crime Laboratory
139. San Francisco, CA Police Department Crime Laboratory
140. San Mateo County, CA Sheriff's Office Forensic Laboratory
141. Santa Ana, CA Police Department Forensic Services
142. Santa Clara County, CA District Attorney's Crime Laboratory
143. Sheriff's South Bend, IN Police Department
144. Sheriff's South Carolina LE Division Forensic Laboratory
145. St. Louis County, MO Police Crime Laboratory
146. St. Louis, MO Metropolitan Police Department Crime Laboratory
147. St. Petersburg, FL Police Department
148. State of Connecticut Department of Public Safety Laboratory
149. Stockton, CA Police Department Laboratory
150. Suffolk County, NY Crime Laboratory
151. Tennessee Bureau of Investigations – Nashville, TN Crime Laboratory
152. Toledo, OH Police Department Laboratory
153. Tucson, AZ Police Department Gun Crimes Unit Laboratory
154. Tulsa, OK Police Department Laboratory
155. Union County, NJ Police Department
156. US Virgin Islands Police Department – St. Croix
157. Utah Department of Public Safety – Salt Lake City
158. Valdosta, GA Police Department Laboratory

<b>Invited Applicants</b>
159. Ventura County, CA Sheriff's Office Laboratory
160. Virginia Department of Forensic Services – Eastern Laboratory (2)
161. Virginia Department of Forensic Services – Northern Laboratory
162. Virginia Department of Forensic Services – Richmond Laboratory (2)
163. Virginia Department of Forensic Services – Roanoke Laboratory
164. Washington State Patrol – Seattle Crime Laboratory
165. Washington State Patrol – Spokane Crime Laboratory
166. Washington State Patrol – Tacoma Crime Laboratory
167. Washoe County, NV Sheriff's Office Laboratory
168. Westchester County, NY Police Department Laboratory
169. Wilmington, DE Police Department
170. Winston-Salem, NC Police Department

## APPENDIX 2—ATF MOU TEMPLATE

### MEMORANDUM OF UNDERSTANDING

Between the Bureau of Alcohol, Tobacco, Firearms and Explosives and the  
[Insert Jurisdiction Name]  
Regarding the National Integrated Ballistic Information Network

This Memorandum of Understanding (MOU) is entered into by the U.S. Department of Justice (DOJ), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), and the [Insert Jurisdiction Name], hereinafter collectively referred to as “the parties,” and the [Insert Jurisdiction Name], referred to as the “NIBIN Partner.” This MOU establishes and defines a partnership between the parties that will result in an ATF National Integrated Ballistic Information Network (NIBIN) system installation, operation, and administration for the collection, timely analysis, and dissemination of crime gun data to enhance the efforts of law enforcement to integrate resources to reduce firearms violence, identify shooters, and refer them for prosecution.

### AUTHORITY

This MOU is established pursuant to the authority of the participants to engage in activities related to the investigation and suppression of violent crimes involving firearms. ATF’s authorities are set forth in Title 28, Code of Federal Regulations, sections 0.130-0.131, and include the power to investigate violations of the Gun Control Act of 1968 (as amended), Title 18, United States Code, Chapter 44.

### BACKGROUND

The ATF NIBIN Program uses sophisticated technology to compare images of ballistic evidence. It is part of an integrated investigative approach to reduce firearms violence and improve crime gun intelligence. Through aggressive targeting, investigation, and prosecution of shooters and their sources of crime guns, Federal, State, tribal, and local law enforcement agencies work in concert to combat firearms-related violence.

### SCOPE

Participation in this program is expressly restricted to the sharing of ballistic imaging of firearms data associated with crimes recovered by any law enforcement agency in the United States and international law enforcement partners who have entered into agreements with ATF to share ballistic data. ATF may work with our international law enforcement partners to search their networks in an effort to identify a crime gun in their database against a crime gun in ATF’s NIBIN network.

NIBIN systems are to be used to image ballistic evidence and test fires of firearms illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime. Ballistics information and/or evidence from firearms taken into law enforcement custody through a gun buy-back program, property damage crimes

involving firearms, found or abandoned firearms, and domestic disturbances are also permitted to be entered into the NIBIN system.

Any NIBIN unit will not be used to capture, share, or store ballistic images acquired at the point of manufacture, importation, or sale of a firearm, or images of law enforcement-issued firearms not associated with crimes. The NIBIN system does not store information related to firearms owners or registration.

## **APPLICABLE LAWS**

The applicable statutes, regulations, directives, and procedures of the United States, DOJ, and ATF shall govern this MOU and all documents and actions pursuant to it. Nothing in this MOU will prevail over any Federal law, regulation, or other Federal rule recognized by ATF. Notwithstanding the foregoing, nothing in this agreement will be construed as a waiver of sovereign immunity in excess of or beyond that which is authorized by the law of the NIBIN Partner's jurisdiction. This MOU is not a funding document. All specific actions agreed to herein shall be subject to funding and administrative or legislative approvals.

## **MODIFICATIONS AND TERMINATIONS**

This MOU shall supersede any previous MOU between the parties regarding NIBIN. This MOU shall not affect independent relationships or obligations (non-NIBIN related) between the parties. If any provision of this MOU is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

Except as provided herein, this MOU may be modified or amended only by written mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party. The termination shall be effective upon the thirtieth calendar day following provision of notice, unless an alternative date is agreed upon.

If either party terminates this MOU, ATF will retain its interest in the electronically stored information contained in the database. ATF agrees to provide to the NIBIN Partner an electronic copy of the data collected by the NIBIN Partner, subject to Federal law and regulation.

## **LIABILITY**

The NIBIN Partner hereby agrees to assume full and sole liability for any damage, injury, or harm of any sort caused by the operation and use of any NIBIN system or related to the use and interpretation of any information contained in, processed by, or extracted from any database subject to this agreement and the protocols and procedures of the NIBIN Program, to the extent allowed by law.

The rights and obligations set out in this MOU run between the signatories. Nothing in this MOU is intended to create any substantive or procedural rights, privileges, or benefits enforceable in any administrative, civil, or criminal matter by any prospective or

actual third-parties.

## **SYSTEM INSTALLATION**

The NIBIN Partner hereby agrees and acknowledges that the deployed NIBIN system is the property of the partner site. Any and all costs associated with the deployed NIBIN system, to include costs to provide, install, and maintain the system, are the sole responsibility of the NIBIN Partner and not the responsibility of ATF. ATF does not have and will not have, at any time, any liability or financial obligation related to the deployed NIBIN system. The NIBIN system is for use by the NIBIN Partner and any other law enforcement agencies served by or in partnership with the NIBIN Partner. Should the installation of the NIBIN system require physical construction at the site, the NIBIN Partner will be responsible for such construction and any associated costs. If a system is to be moved to allow additional access outside of a laboratory, NIBIN Partner will ensure the appropriate protocols are put into place to ensure the integrity of crime gun evidence along with maximum use of the equipment.

## **SYSTEM MAINTENANCE**

The NIBIN Partner will maintain all NIBIN systems acquired by the NIBIN Partner and repair or replace inoperable or outdated systems in an expeditious manner, at their own expense. At all times, the NIBIN Partner agrees not to make or cause to be made any repairs, alterations, movements, additions, improvements, or replacements to the NIBIN systems not expressly authorized in writing by ATF in advance and further agrees to exercise due care in every respect to prevent system movement, damage, destruction, or misuse.

## **DEPLOYED SYSTEM USAGE**

Because the NIBIN Program focuses on the reduction of firearms-related violent crimes, the NIBIN Partner shall enter all eligible ballistic evidence recovered from crime scenes as soon as possible. In addition, the NIBIN Partner shall enter into NIBIN test-fire cartridge cases from eligible firearms taken into law enforcement custody in a timely manner. NIBIN Partners may not charge other law enforcement agencies for the entry of evidence into grant-funded or grant-maintained automated ballistics technology used in the NIBIN Program.

## **DEPLOYED SYSTEM REMOVAL**

ATF retains the right to remove the NIBIN Partner from the NIBIN system upon: (1) receipt of written notification of the termination of the participation of the NIBIN Partner in the NIBIN Program; (2) the cancellation of this MOU by ATF; or (3) termination of the NIBIN Program by ATF.

If ATF intends to remove a NIBIN Partner from the NIBIN system, ATF will provide written notice.

## **SELF-PURCHASED SYSTEMS**

All requirements involving network requirements, usage, Minimum Required Operating Standards (MROS), movement of equipment, network requirements and security requirements apply to all agencies on the NIBIN network. These requirements ensure the integrity of the database and network security.

## **SYSTEM MOVEMENT**

If the NIBIN Partner seeks to move its NIBIN system, it must submit a written request to ATF. ATF's decision regarding the proposed move will be provided to the NIBIN Partner in writing. Any movement of the NIBIN system will occur at the expense of the NIBIN Partner and only after receipt of authorization by, and coordination with, Leads Online. To realize maximum use of the equipment, it should be placed where trained personnel can expeditiously enter evidence. ATF will work with each partner to realize optimal placement of equipment to obtain actionable investigative leads.

Due to communication line installation/move requirements, NIBIN Partners must provide a minimum of 120 calendar days' advance notice to ATF and the NIBIN system manufacturer before the intended move of a NIBIN system.

In the event of unauthorized movement, alteration, damage, or destruction of any NIBIN system caused by its employees, contractors, or any other person under its control, the NIBIN Partner agrees to assume the cost of replacement or repairs of the equipment.

The NIBIN Partner agrees to report to ATF, within 5 calendar days, any incident involving the following: an unauthorized movement, alteration, damage, or destruction of NIBIN systems, any unauthorized use of NIBIN systems or the unauthorized release of data related to the NIBIN Program.

## **COMMUNICATION LINES**

ATF will provide and support primary communication lines necessary for connecting NIBIN systems to the NIBIN network.

## **SECURITY**

The NIBIN Partner will comply with all ATF, DOJ and/or other Federal security requirements related to the NIBIN program, network, and systems to ensure the integrity of the program. These requirements are set forth under NIBIN security policies. ATF will promptly notify the NIBIN Partner should these requirements change. All NIBIN sites will not knowingly allow a person to access the NIBIN network using another person's user ID and password.

The NIBIN Partner agrees to conduct criminal background checks, including fingerprint checks, of all NIBIN users. Upon successful completion of these background checks, the NIBIN Partner will notify ATF's NIBIN Branch in writing.

## SYSTEM USAGE AND MINIMUM REQUIRED OPERATING STANDARDS

To ensure the consistency, integrity, and success of NIBIN, ATF has enacted Minimum Required Operating Standards (MROS). The MROS, listed below, are rooted in ATF’s “Four Critical Steps for a Successful NIBIN Program” – comprehensive collection, timeliness, investigative follow-up, and feedback. They identify the practices that best allow NIBIN to provide comprehensive and timely crime gun intelligence.

1. Enter all fired or test fired cartridge cases from serviced law enforcement agencies and/or departments through a NIBIN acquisition machine within 2 business days of receipt.
2. Enter accurately all required information during the acquisition process on the NIBIN acquisition machine.
3. Correlate and conduct a secondary review of any potential NIBIN leads through an approved NIBIN correlation machine within 2 business days.
4. Disseminate NIBIN leads within 24 hours.
5. Designate and maintain a NIBIN program administrator.
6. No policy shall inhibit or restrict NIBIN submissions by serviced law enforcement agencies and/or departments.
7. Operate with only qualified NIBIN users.

Please note that Standards 3 and 4 are not applicable to NIBIN sites using the NIBIN National Correlation and Training Center for correlation reviews of ballistic images.

As a NIBIN partner, the [Insert XXXXX] is striving to meet the MROS by developing and implementing changes in their operations and working toward compliance. Each NIBIN site must be in compliance with MROS or working towards compliance to the satisfaction of the Crime Gun Intelligence Governing Board.

## AUDITS

ATF and the NIBIN Partner acknowledge their understanding that the operations described in this MOU are subject to audit by ATF, DOJ, the DOJ Office of the Inspector General, the General Accountability Office, and other auditors designated by the U.S. Government. Such audits may include reviews of all records, performance measurements, documents, reports, accounts, invoices, receipts, or other evidence of expenditures related to this MOU and the NIBIN Program.

Notwithstanding, ATF will conduct audits of all NIBIN Partners and their sites once every two years for the remainder of the MOU. The purpose of the audits is to review and verify compliance with the required MROS. Each site must be in full compliance with the MROS in order to maintain access to NIBIN.

Further, the NIBIN Partner agrees to allow auditors to conduct one or more in-person interview(s) of any and all personnel the auditors determine may have knowledge relevant to transactions performed or other matters involving this MOU and the NIBIN Program.

The NIBIN Partner hereby acknowledges its understanding that, for accounting purposes, that the principles and standards for determining costs shall be governed by the policies set forth in the Office of Management and Budget Circular A-87, revised (available via the OMB, the Superintendent of Documents at the U.S. Government Printing Office, or via the Internet at <http://www.whitehouse.gov/omb/circulars/a087/a087-all.html>.)

## **PERSONNEL AND TRAINING**

Prior to the execution of this MOU and a NIBIN system installation, the NIBIN Partner must employ, or have access to, a technical person capable of performing forensic microscopic comparison of bullet and cartridge evidence.

The NIBIN Partner agrees to provide and maintain sufficient personnel to operate the NIBIN system and agrees to allow use of the equipment by ATF personnel or our representatives to support the program at the host location. All personnel accessing NIBIN must be a Qualified NIBIN User as required by the MROS. This MOU should not be construed to require the hiring of any new personnel, except at the discretion of the NIBIN Partner. If the NIBIN Partner determines that additional personnel resources are required, all costs associated with this hiring will be borne by the NIBIN Partner. All users of the equipment must satisfy the same requirements as other NIBIN users and be properly trained, qualified and approved in advance by ATF.

Following basic entry training, ATF will verify trainee competency before authorizing network access. Individuals trained internally by a NIBIN Partner will not be certified as appropriately trained until they successfully pass a competency test administered by ATF.

The NIBIN Partner may provide access to the NIBIN system under its operational control to another law enforcement agency. Any such other law enforcement agency agrees to the same restrictions placed upon the NIBIN Partner by this MOU. However, the NIBIN Partner agrees to assume full liability and responsibility for the administration of such access.

Access to the NIBIN system will be under the management and control of the NIBIN Partner. The NIBIN Partner will ensure that only trained, cleared, and qualified personnel have access to the NIBIN system.

Participating agencies will develop appropriate operating procedures to ensure all eligible ballistic evidence will be submitted for NIBIN.

## **COORDINATION**

ATF and the NIBIN Partner agree to adhere to standardized procedures and policies for collecting, handling, documenting, transporting and preserving firearms, bullets, casings and any similar evidence submitted for analysis and input into NIBIN.

ATF and the NIBIN Partner similarly agree to adhere to standardized procedures and policies for the source data collection, input, exchange and protection of information, to include information as to the location where ballistic evidence was collected, the circumstances under which it was collected and all crimes to which the firearm(s) or

other ballistic evidence is linked.

ATF and the NIBIN Partner agree to cooperate in the development and implementation of data entry protocols and quality assurance procedures for the NIBIN Program. ATF further agrees to cooperate with all participants in the NIBIN Program to establish model standards, protocols, and procedures for the users of the network. Such protocols will be applicable as they are implemented.

The NIBIN Partner will require all participating law enforcement agencies to adhere to the protocols, procedures, policies and quality assurance standards as established above.

Except as expressly prohibited by law, the NIBIN Partner agrees to provide ATF with access to all information, reports and any other relevant information regarding crimes related to evidence entered into the system as well as monthly reports outlining historical, statistical and case adjudication information on the use and results of the use of the NIBIN Program and/or system and the related services provided by ATF and the system manufacturer in order to ensure the capturing of required performance management information. Such information will be gathered for the purpose of informing the law enforcement community, other Government agencies, Congress and the public on NIBIN results. Additionally, ATF will collect information for results-oriented performance measures.

## **PUBLICITY**

Any NIBIN Partner who becomes aware of, or participates in, publicity related to the NIBIN system and investigations within their jurisdiction should advise ATF of same within 48 hours.

## **DISCLOSURE OF INFORMATION RELATED TO NIBIN**

NIBIN system information may be shared with other law enforcement and prosecutors' offices in furtherance of criminal investigations and prosecutions. The NIBIN Partner shall not share any NIBIN system information for other purposes, including requests under the Freedom of Information Act, without express, written authorization from ATF.

## **INCORPORATION OF APPENDIX**

The Appendix to this MOU includes definitions of terms used and is fully incorporated herein. Because requirements may change over time, due to technological advances, security enhancements, or budgetary matters, the Appendix may be updated.

## AGREEMENT

ATF and the NIBIN Partner hereby agree to abide by the terms and conditions of this MOU, including any appendices, and all policies of the NIBIN Program. The terms and conditions of this MOU will be considered accepted in their entirety upon the signature by the ATF Special Agent in Charge and the NIBIN Partner signature.

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Name of Chief Law Enforcement/Public Safety Official  
Name of Agency  
Street address  
City, State, Zip Code

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Date

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Name of SAC  
Special Agent in Charge, Field Division Bureau of  
Alcohol, Tobacco, Firearms and Explosives

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Date

---

Chief, Firearms Operations Division  
Bureau of Alcohol, Tobacco, Firearms and Explosives

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Date

## APPENDIX 3—DEFINED TERMS

**Acquisition** – An entry of a ballistic image.

**ATF** – Bureau of Alcohol, Tobacco, Firearms and Explosives, a principal law enforcement agency within the U.S. Department of Justice.

**Bullets** – Designated calibers of projectiles fired from rifles, revolvers, and pistols.

**Cartridge cases** – Designated metal casings from cartridges fired from rifles, shotguns, revolvers, and ejected from pistols.

**Correlation** – Automated data comparison of signature images to a database.

**Crime Gun** – Any firearm that is illegally possessed, used in a crime, or suspected by law enforcement officials of having been used in a crime or act of terrorism.

**Found or Abandoned Firearms** – Firearms that come into the custody of law enforcement outside of investigative or judicial process. A found firearm is located by law enforcement or a non-owner and the owner-possessor is not readily identifiable (e.g., a firearm found in an open field). An abandoned firearm may be a found firearm or a firearm where the possessor chooses to permanently relinquish control of the firearm and abandon any rights of ownership. ATF suggests that NIBIN Partners provide written notice to those persons permanently abandoning or temporarily relinquishing custody of a firearm that the firearm will be test fired and the results entered into the NIBIN System.

**NIBIN Network** – An ATF-designed and maintained system of interconnected computer systems and terminals used in support of the NIBIN Program.

**NIBIN Program** – The integration of aggressive targeting, investigation, and prosecution of shooters and their sources of crime guns using automated ballistics technology.

**NIBIN Program Administrator** – An individual the NIBIN site has designated to communicate with all parties (e.g., submitting law enforcement agencies, ATF Crime Gun Intelligence Centers) involved in the NIBIN process. The NIBIN Program Administrator must be a qualified NIBIN user and full-time employee of the NIBIN site. The NIBIN Program Administrator should be responsible for implementing and directing policies and procedures of the NIBIN site.

**NIBIN System** – Refers to the integrated ballistic imaging, analysis, and information processing system for use with automated ballistics technology.

**Performance Measurements** – Various management instruments used to evaluate program effectiveness in successfully removing shooters and their crime gun sources. Performance measurements also include the NIBIN Minimum Required Operating Standards and related audits.

**Potential Candidate for Confirmation** – Two bullets or cartridges cases displaying sufficient similarity during a correlation review such that the items should be compared using traditional comparative microscopy by a trained firearm examiner to determine if they can be associated to the same firearm.

**Qualified NIBIN User** – Technician and/or firearms examiner trained by ATF, Forensic Technology, and/or a NIBIN Authorized Trainer program to perform acquisition and/or correlation reviews of ballistic images on the NIBIN network.

**Security Requirements** – Types and levels of physical and cyber protection necessary for equipment, data, information, applications, and facilities to meet security policies and standards.

**Security Policies** – The set of laws, rules, directives, and practices that regulate how an organization manages, protects and distributes controlled information.

**Timely** – Occurring at a suitable time and without unnecessary delay. Some NIBIN submissions require a response within 48 hours to be considered timely.

**Volunteer** – An individual who has chosen to perform services without charge or payment and has entered into a written agreement with a NIBIN Partner addressing issues of confidentiality, costs, and waiver of all claims against the Federal government.