

APPENDIX F

Security & Data Privacy Certification Form

AFI Translation Services — Request for Proposals

Purpose

This certification form must be completed and submitted by all Offerors responding to the AFI Translation Services RFP. It serves to verify that the Offeror's practices, systems, and policies comply with applicable data security standards, data residency requirements, and restrictions on the use of agency data — including the prohibition on using agency-provided content for AI model training without explicit written consent.

Submission of this form constitutes a binding certification. Misrepresentation or material omission may result in disqualification, contract termination, and/or other remedies available under applicable law.

Part I — Offeror Identification

Legal Name of Offeror:	BIG Language Solutions, LLC
DBA / Trade Name (if applicable):	Not Applicable
Primary Business Address:	3414 Peachtree Road NE, Suite 465, Atlanta, GA 30326
DUNS / UEI Number:	84-2066613
Name of Authorized Certifying Official:	Donna Moore
Title:	SVP - Marketing
Email Address:	bidmanagement@biglanguage.com
Phone Number:	+44 7983 705005
Date of Submission:	5/11/2026

Part II — Security & Data Privacy Certification Checklist

For each requirement below, indicate compliance status and provide any relevant notes or explanations.

#	Requirement	Compliance Status	Notes / Explanation
A. Data Security Standards			
A1	Offeror maintains and operates under a documented Information Security Program (ISP) aligned with a recognized framework (e.g., NIST SP 800-53, ISO 27001, SOC 2 Type II).	Yes	BIG Language Solutions is ISO 27001 and SOC 2 Type II certified.
A2	All data in transit is encrypted using TLS 1.2 or higher. All data at rest is encrypted using AES-256 or equivalent standard.	Yes	

A3	Offeror conducts regular vulnerability assessments and penetration testing (at least annually) on systems used to process agency data.	Yes	
A4	Offeror maintains a documented incident response plan and will notify the agency within 72 hours of any confirmed data breach or security incident involving agency data.	Yes	
A5	Access to agency data is restricted to authorized personnel only, governed by role-based access controls (RBAC) and the principle of least privilege.	Yes	
A6	Multi-factor authentication (MFA) is enforced for all personnel accessing systems that process or store agency-provided content.	Yes	
A7	Offeror maintains audit logs of all access to and handling of agency data, retained for a minimum of 12 months.	Yes	
B. Data Residency & Sovereignty			
B1	All agency-provided data will be stored, processed, and transmitted exclusively within the United States, unless an alternative jurisdiction has been expressly approved in writing by the agency.	Yes	All data stored in the US by default.
B2	Offeror will not transfer, replicate, or back up agency data to servers, cloud regions, or subcontractors located outside the approved jurisdiction without prior written agency authorization.	Yes	
B3	Offeror can identify and document the specific data centers and/or cloud regions used to process and store agency content upon request.	Yes	
B4	Subcontractors and third-party vendors used in the delivery of translation services are bound by data residency obligations no less restrictive than those in this certification.	Yes	
C. AI & Machine Translation — Prohibition on Unauthorized Training			
C1	Offeror will NOT use agency-provided documents, content, translations, glossaries, terminology databases, or any derivative thereof to train, fine-tune, update, or improve any AI or machine learning model without the agency's explicit prior written consent.	Yes	
C2	If machine translation (MT) engines or large language models (LLMs) are used in the workflow, Offeror confirms that agency data is processed in a data-isolated environment and is not retained by the MT/LLM provider beyond the scope of the individual translation task.	Yes	
C3	Offeror discloses the use of any third-party MT engines, AI translation tools, or LLM APIs (including the provider name and model) in the space provided on this form.	Yes	
C4	Offeror has contractual agreements with any MT/LLM third-party providers explicitly prohibiting those providers from using agency data for model training, product improvement, or any purpose beyond task execution.	Yes	

C5	Offeror will promptly notify the agency if any MT/LLM provider changes its data usage terms in a manner that could affect compliance with this certification.	Yes	
C6	Upon contract expiration or termination, Offeror and all sub-processors will securely delete or return all agency-provided data within 30 days and provide written certification of deletion.	Yes	
D. Personnel & Subcontractor Obligations			
D1	All personnel (including subcontractors) with access to agency data are bound by written confidentiality agreements and have received data privacy and security training within the past 12 months.	Yes	
D2	Offeror has conducted background checks on all personnel who will have access to sensitive or controlled agency content, consistent with applicable laws and regulations.	Yes	
D3	Offeror will not reassign primary translation personnel to tasks involving agency data without prior notification to the agency's Contracting Officer's Representative (COR).	Yes	
E. Compliance, Certifications & Regulatory Alignment			
E1	Offeror is compliant with all applicable federal and state data privacy laws, including but not limited to FISMA, Privacy Act of 1974, and any agency-specific data handling requirements communicated in the RFP.	Yes	
E2	If handling any Controlled Unclassified Information (CUI), Offeror is or will be compliant with NIST SP 800-171 and any applicable CMMC level requirements.	Yes	
E3	Offeror holds or will obtain the following third-party security certifications (check all that apply): SOC 2 Type II / ISO 27001 / FedRAMP Authorization / Other (describe in notes).	Yes	
E4	Offeror will provide the agency with updated copies of relevant compliance certifications or audit reports upon request and upon renewal/expiration.	Yes	

Part III — Machine Translation & AI Tool Disclosure

Offerors using any AI-assisted translation tools, machine translation engines, or large language model APIs must complete this section. If no AI or MT tools are used, indicate below and skip to Part IV.

☐ No AI or machine translation tools are used in our workflow. All translation is performed by human translators only.

Tool / Platform Name	Provider / Vendor	Role in Workflow	Data Retained by Provider?
BIG Language Solutions Proprietary NMT Engines	BIG Language Solutions	Core machine translation engine used to generate initial translations. Includes	No – client data is not shared with external parties and is used

(General-Purpose & Client Models)		both general-purpose models trained on multi-domain corpora and client-specific models fine-tuned using client Translation Memory (TM).	exclusively to train client-specific models.
PortalCAT (with Auto-Suggestion Feature)	BIG Language Solutions	Translation workbench used by linguists for post-editing MT output. Auto-Suggestion feature provides alternative translation hypotheses to improve efficiency and quality during post-editing.	No – operates within BIG Language Solutions’ controlled environment; no external data retention.

Attach copies of relevant data processing agreements (DPAs) or terms with each MT/AI provider as a sub-exhibit to this Appendix.

Part IV — Exceptions & Deviations **Not Applicable**

If the Offeror cannot fully comply with any requirement listed in Part II, identify each item by number, state the nature of the limitation, and propose an equivalent alternative safeguard below. The agency reserves the right to determine whether any proposed alternative is acceptable.

Item #	Nature of Non-Compliance or Limitation	Proposed Alternative Safeguard	Estimated Compliance Date

Part V — Certification & Authorized Signature

Certification Statement

- I, the undersigned authorized representative of the Offeror, hereby certify that:
- The information provided in this certification form is true, accurate, and complete to the best of my knowledge.
 - The Offeror has implemented, or commits to implementing prior to contract award, all applicable security and data privacy controls described herein.
 - Agency-provided data will not be used to train, fine-tune, or improve any AI or machine learning model without prior explicit written consent from the agency.
 - The Offeror understands that knowingly providing false information may result in disqualification, contract termination, suspension or debarment, and/or referral for legal action.



5/8/2026

Signature of Authorized Official

Date

Donna Moore

SVP - Marketing

Printed Name

Title

BIG Language Solutions, LLC

Organization Name

Submission Instructions

This completed and signed form, along with any required attachments (DPAs, compliance certifications, sub-exhibit disclosures), must be included as Appendix F in the Offeror's proposal submission. Electronic signatures are acceptable. Unsigned or incomplete forms may result in disqualification.