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| **AGREEMENT HOLDER** | **BUYER/SHIP TO** |
| **Company Name**  Scale AI (“Scale” or “Agreement Holder”)  650 Townsend St  San Francisco, CA 94103 | **Chief Data and AI Office (CDAO)**  9010 Defense Pentagon  Room 3A268  Washington, DC 20301-1600 |
| **Company POC**  Jonathan Hudgins  jonathan.hudgins@scale.com | **CDAO POC**  LtCol William N. Marmion  william.n.marmion.mil@mail.mil |
| Cage Code: 8GDK4  Unique Entity ID (UEI): DHU2LMKSDQD9 | **CDAO POC**  Col Matthew Strohmeyer  matthew.d.strohmeyer.mil@mail.mil |

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| **TYPE OF AGREEMENT** | **AUTHORITY** | **PROJECT START AND END DATE** |
| PROTOTYPE PROJECT | 10 U.S.C. § 4022[[1]](#footnote-1) | Agreement Duration:  1 Oct 2024 – 30 June 2025  9 Months |

1. **PROJECT PRICING**

**Table 1: Summary Pricing Table (Unit and Total Price)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No.** | **Description** | **Quantity** | **Unit of Issue** | **Price** | **Duration** | **Total Price** |
| 001 | Deployment Fee | 1 | 1 | $200,000 | 4 Months | $200,000 |
| 002 | Donovan License - SIPR | 50 | Seats | $450,000 | 9 Months | $415,000 |
| **Total Funded amount** | | | | **$615,000** | | |

**Assumptions:**

* Scale will leverage the existing SIPR infrastructure provided by NGA. Scale will maintain accounting for the purposes of tracking cloud costs and informing government budgeting requirements between organizations.
  1. We believe that the current environment can handle approximately 50 users without requiring additional scaling of GPU resources.
* Scale will also begin work to integrate Scale’s technology into the relevant PACAF/613th AOC networks(s).
* Primary users will be identified and approved by PACAF

1. **BACKGROUND**

In the rapidly evolving landscape of modern warfare, the ability to process information swiftly, generate actionable operational guidance, and communicate effectively with mission commanders and deployed units is paramount. Project Zion, a strategic collaboration between Scale AI, the DoD Chief Digital and Artificial Intelligence Office (CDAO), and the 613th Air Operations Center (AOC), aims to revolutionize these critical processes for United States Pacific Air Forces (PACAF).

Project Zion aims to significantly reduce the time and manpower necessary to process and summarize information into knowledge for decision makers. The core objectives of Project Zion are:

1. **Integrate Scalable Generative AI Technology**: Optimize and automate routine administrative tasks through explainable machine aided technology to reallocate valuable human resources for more complex, mission-critical activities.
2. **Enable Asynchronous Planning**: Build a user experience (UX) that allows collaborative, simultaneous planning based on a common data fabric between the Air Task Force and the Air Operations Center to enable seamless coordination and information exchange.
3. **Enhance Data Analysis and Decision-Making**: Implement advanced data analysis tools capable of summarizing and analyzing data from diverse sources, providing decision-makers with comprehensive, actionable insights.

By achieving these objectives, Project Zion will significantly enhance operational effectiveness in the face of evolving challenges. This proposal outlines the detailed plan for Project Zion, including its objectives, scope, implementation strategy, and the strategic benefits it offers to PACAF. Through this collaboration, we are committed to equipping PACAF with the tools and technologies necessary to maintain a decisive edge in modern warfare.

**For this first effort with PACAF, Scale will align resources and begin work to support Core Objective #1.**

1. **PILOT OBJECTIVES**

**Scale / PACAF Objective Alignment**:

Scale’s primary objective is to deliver extraordinary value to end-users in PACAF via technology by leveraging the guidance, support, and contract infrastructure put in place by the CDAO team.

Project Zion is a comprehensive initiative designed to enhance the operational capabilities of the 613 AOC and PACAF and is aligned with the broader CJADC2 efforts led by the GIDE team at CDAO. The project will be executed in phases, focusing on key units and personnel within PACAF and tailored to the unique challenges of the Pacific theater. Development will follow an iterative and lean approach, ensuring rapid and efficient deployment of solutions.

**Targeted Units and Personnel**

● **Primary Focus**: INDOPACOM 613th Air Operations Center and related units

● **PACAF Supported Directorates**:

o A3 - Operations

o A4 - Logistics, Engineering, and Force Protection

o A5 - Plans and Requirements

o A6 - Communications

o A8 - Strategic Plans and Programs

● **Personnel**:

o Operational and Tactical Plans Divisions

o Operations Centers

o Lead Wings and Deployed Units

**Objective 1: Integrate Scalable Generative AI Technology**

Optimize and automate routine administrative tasks through explainable machine aided technology to reallocate valuable human resources for more complex, mission-critical activities.

Successful implementation of Project Zion requires a robust collaboration and partnership strategy. This involves coordinating efforts among key stakeholders, leveraging the strengths of each partner, and ensuring seamless communication and cooperation throughout the project lifecycle.

**Key Stakeholders and Roles**

**Scale AI**

● Role: Scale is to provide AI expertise, and manage iterative development processes.

● Responsibilities:

o Develop and integrate AI tools and technologies.

o Ensure alignment with project objectives and PACAF requirements.

o Provide ongoing technical support and updates.

**Department of defense Chief Digital and Artificial Intelligence Office (CDAO)**

* **Role**: Provide strategic oversight, ensure alignment with DoD data strategies, and facilitate access to necessary resources.
* **Responsibilities**:
  + Oversee project alignment with DoD data strategies and policies.
  + Facilitate coordination with other DoD initiatives and stakeholders.
  + Support resource allocation and prioritization.

**PACAF Directorates (A3, A4, A5, A6, A8)**

* **Role**: Provide operational insights, ensure that developed tools meet operational needs, and facilitate user adoption.
* **Responsibilities**:
  + Engage in requirement gathering and feedback processes.
  + Support testing and validation of tools in real-world scenarios.
  + Promote user adoption and provide feedback for continuous improvement.

**613th Air Operations Center**

* **Role**: Serve as the primary implementation site, provide operational context, and validate tool effectiveness.
* **Responsibilities**:
  + Participate in pilot testing and feedback collection.
  + Ensure seamless integration of tools into daily operations.
  + Provide continuous feedback for iterative improvement.

1. **PROBLEM DESCRIPTION**

Combatant Commands are in need of a comprehensive solution to accelerate and streamline their day-to-day business and operations workflows. It is expected that the solution will be able to quickly and accurately analyze and interpret this data, while also having the ability to scale to higher classified networks.

The desired end state is to leverage the capabilities of Generative AI technologies to streamline and accelerate various administrative workflows. By integrating GenAI technologies into existing systems and processes, CCMDs aim to achieve greater efficiency, productivity, and accuracy. The end state involves the seamless incorporation of LLMs, and the requisite relevant technology, to automate content generation, enhance data analysis, improve customer support, expedite software development, and facilitate decision-making.

1. **PILOT EXECUTION SUMMARY**

Deploy Scale AI’s Generative AI product and capabilities to provide users the ability to leverage enormous volumes of text-based information for the purposes of supporting better and faster PACAF workflows. This will be done utilizing an existing deployment of Scale’s LLM platform on SECRET networks.

Since Scale is already accredited to host GenAI capabilities in IL-4 (ScaleGov) and IL-6 (NGA) environments the government can quickly respond to the needs of the end-users, like those in PACAF.

**Tasks**

Prototype Project

This program will leverage Scale’s Donovan product to support Project Zion’s objective to Integrate Scalable Generative AI Technology to PACAF.

**Specific Tasks Area Requirements**

Scale views this expanded engagement in five phases:

(1) Requirements Analysis and Design (2) Development and Integration (3) Testing and Feedback (4) Training and Deployment (5) Monitoring and Continuous Improvement. The phases and tasks are summarized, then described in detail, below.

**Phase 1: Requirement Analysis and Design**

* **Activities**:
  + Conduct a thorough analysis of current operational processes and requirements.
  + Engage with key stakeholders from the supported directorates (A3, A4, A5, A6, A8) and personnel (Operational and Tactical Plans Divisions, Operations Centers, Lead Wing) to gather detailed requirements.
* **Timeline**: 2 months
* **Outcomes**:
  + Deploy a working prototype of Donovan on SIPR tailored for PACAF use.
  + Project roadmap to include milestones and delivery schedule.

**Phase 2: Development, Deployment and Integration**

* **Activities**:
  + Develop product roadmap and tools to meet established objectives.
  + Gain Interim Authority to Test on AOC Weapon System networks
* **Timeline**: 4 months (concurrent with Phase 1)
* **Outcomes**:
  + Prototypes of tools specifically meeting or exceeding Project Zion Objective #1
  + Initial deployment of AI solutions onto PACAF or AOC Weapon System dev environment.
  + If Government approvals proceed in time - Functional data summarization capabilities integrated with organic AOC software.

**Phase 3: Testing and Feedback**

* **Activities**:
  + Conduct extensive testing of developed tools in exercises and real-world scenarios.
  + Gather and summarize feedback from end-users.
  + Refine Project Zion objectives and tools based on feedback to enhance usability and effectiveness.
* **Timeline**: 2 months
* **Outcomes**:
  + Refined tools and validated solutions ready for broader deployment.
  + Documented feedback and improvements.

**Phase 4: Training and Deployment**

* **Activities**:
  + Develop a training program tailored to the needs of an expanded PACAF user base and deploying units amongst the Air Task Force.
  + Provide training resources to raise awareness for users of Project Zion capabilities.
* **Timeline**: 2 months
* **Outcomes**:
  + Training program and material available for all PACAF and deployed personnel.
  + Operational deployment of tools across PACAF.

**Phase 5: Monitoring and Continuous Improvement**

* **Activities**:
  + Establish mechanisms for regular performance monitoring and evaluation.
  + Collect continuous feedback from end-users to identify areas for improvement.
  + Implement ongoing enhancements to tools and processes based on user input and operational needs.
* **Timeline**: Ongoing
* **Outcomes**:
  + Sustained improvements and adaptation to evolving operational needs.
  + Continuous enhancement of tools and technologies.

**Period of Performance**

Period of performance will be for 9 months beginning 1 Oct 2024

**Scale Personnel**

Engagement Manager, Field Engineer, Security Engineer, Deployment Strategist, Machine Learning Research Engineer, Software Engineer

1. **DELIVERABLES**

| **No.** | **Name** | **Objective/Description** | **Due** |
| --- | --- | --- | --- |
| **001** | Lessons Learned Report | Project lessons learned should be actively captured to ensure ongoing learning and adaptation within the pilot. The purpose of the report is gathering all relevant information (i.e., shortcomings and solutions) for better planning of later project phases and future projects, improving implementation of new projects, and preventing or minimizing risks for future projects. The report should include candidate metrics identified to demonstrate success. | Every 3 months from Contract start date |
| **002** | Project Updates | A Project Update must include the following elements: pilot road map to completing pilot tasks as developed during pilot, project schedule, accomplishments in the previous reporting period, issues, risks, budget status, metrics tracked to date, recommendations on next steps based on metrics.  CDAO is open to written or verbal briefs in contractor format but must be agreed upon in advance with CDAO stakeholders. | Monthly |
| **003** | Access to the SIPR Platform | Access to the Donovan Platform on SIPR and associated support necessary to onboard and provide initial training for 50 users | On contract award |

1. **NOTICE:** This agreement establishes the terms and conditions to support the project and will go into effect once funding is obligated by the Agreements Officer.
2. **FUNDING OF PROJECT ACTIVITIES** (if any): may be provided in subsequent modifications to this Agreement to indicate additional funding provided. The Agreement Holder is not authorized to initiate work where funding has not been provided.
3. **SCHEDULE:** Schedule changes will be agreed upon between the Agreement Holder and Buyer during regular Project Update meetings and documented in a written project schedule before the next planned Project Update.
4. **INVOICING:** The Agreement Holder may submit an invoice for a Payment Milestone amount upon completion and acceptance for the associated Payment Milestone. The Government is not required to pay an invoiced amount for a milestone unless the Buyer has formally accepted the deliverable associated with the Payment Milestone. Acceptance means the Buyer concurs that all requirements of the deliverables are met.
5. **PROJECT CONTINUATION:** The Government reserves the right to stop the project upon completion of any Milestone. In the event the Government stops the prototype project at any Milestone prior to the completion of the Milestone, the appropriate termination clause from the General Terms and Conditions (attached separately) shall apply and the “actual work performed to date” toward the completion of the Milestones in progress shall be paid as “reasonable costs and/or fees”, as assessed during the associated termination settlement between the parties.
6. **PROTOTYPE SUCCESS:** Lessons learned throughout the project are expected to inform what is considered a successful pilot, however, at this time success for this pilot is defined as achieving any of the following:

# Reduced manual efforts for PACAF and/or 613th AOC

# Optimize and automate routine administrative tasks

1. **FOLLOW-ON PRODUCTION:** Upon a determination that this competitively awarded prototype project has been successfully completed, and subject to the availability of funds, this prototype project may result in the award of a follow-on production transaction without the use of competitive procedures.
2. **ENVIRONMENTAL CONSIDERATIONS**

The following assumptions apply to execute the full extent of the project:

* Authority to Operate (ATO): Scale assumes that the government will continue to leverage the existing infrastructure that Donovan is deployed.
* Access to Government networks: Scale’s platform is already deployed and available in SUNet and SIPRnet. The CDAO team can also take advantage of Scale’s FedRAMP IL-4 approved AWS GovCloud environment (ScaleGov) if needed.
* Coordination on Network accreditations: DISA has granted Scale FedRAMP IL-4 certification. Scale will take every step necessary to maintain IL-4 accreditations (and beyond, if desired by the Government).
* Access to Government SMEs: Scale will benefit from Government authorization of specific designated Scale personnel to have access to relevant Government SMEs.
* Access for Scale personnel: Scale will benefit from Government authorization of specific designated Scale personnel to have access to the relevant Government data, systems, and networks as required for execution of this project.
* Access to classified information: Scale holds a Top-Secret Facility Clearance Level (FCL). If access to classified information is required in support of this agreement, Scale will require a DD-254 Contract Security Classification Specification. A DD-254 authorizes Scale personnel access to Government and classified information specific to the project, and the ability to generate classified software if certain contract options are executed.
* Access to Classified Workspaces: Scale will benefit from access to government sponsored classified workspaces where engineering teams and labeler workforce can execute the tasks in classified environments, for the CDAO.
* Government Sponsored Security Clearances: Scale will benefit from the Government sponsoring necessary Scale personnel for security clearances to work on classified project objectives.

1. **AGREEMENT HOLDER AGREES TO THE FOLLOWING:**

☒ General Project Terms and Conditions (provided separately)

☒ Prototype Licensing Terms (attached)

**PROTOTYPE LICENSING TERMS**

[Insert Prototype License as applicable. Sample provided below]

1. **License 001 – Unlimited Rights License in Specified Deliverable Technical Data**
2. Deliverables Subject to License: License 001 applies to the following deliverables due under this effort:

|  |  |
| --- | --- |
| **Deliverable #** | **Deliverables** |
| **003** | Raw and/or Modified Data |

1. Duration: License 001 (defined below) is granted to the Government and continues in perpetuity.
2. License 001: Under this license, the Government is granted a non-exclusive, irrevocable, fully paid-up license, to use, modify, reproduce, perform, display, release, or disclose the technical data identified within paragraph 1.A above, in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.
3. Markings: N/A
4. **License 002 – Commercial License in Specified Computer Software and Computer Software Documentation.**
5. Specified Computer Software and Computer Software Documentation Subject to License: License 001 applies to the following computer software and computer software documentation deliverables to be used in performance of this effort:

|  |  |
| --- | --- |
| **Item No.** | **Computer Software / Computer Software Documentation Deliverable** |
| 002 | Donovan (LLM Prototype) |

1. Duration:6 months as identified within Attachment XXXX – Master Services Software Agreement.
2. License 002: The Computer Software and Computer Software Documentation Deliverables identified under 2.A above are provided subject to the terms of Vendor’s Commercial Software License, which is attached to this sub agreement as Attachment XXXX.
3. Markings: The deliverables identified in 2.A above shall be marked with the following legend:

**SPECIAL LICENSE RIGHTS**

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software is restricted by Agreement No. W519TC-23-9-xxx. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

1. 10 U.S.C. § 4022 replaces 10 U.S.C. § 2371b [↑](#footnote-ref-1)