

REVIEW BEFORE YOU SIGN

Software Agency Proposal Review Rubric

12 clauses. 24 points. One comparable price.

WHAT THIS TOOL DOES

Turn a polished agency proposal into a comparable, testable buying decision. Score the clauses that control payment, scope, ownership, risk and your ability to leave.

24

MAX SCORE

0-12**STOP**

Do not sign

13-19**REDLINE**

Consolidate changes

20-24**REVIEW**

Proceed to specialists

PROPOSAL / PROJECT

AGENCY

REVIEW DATE

How to use the rubric

Score the document you received, not the assurances given on a call. A clause earns two points only when it can be tested and its commercial consequence is allocated.

PROPOSAL / PROJECT	AGENCY	REVIEW DATE
1 Score Mark 0 if missing, 1 if subjective, and 2 only when the clause names evidence, ownership, timing and consequences.	2 Normalise Add excluded required work, recurring costs, client workload and exit work to the headline build fee.	3 Redline Send one written brief. Put the agreed answer into the SoW or its schedules, not only into meeting notes.

Decision bands

0-12 STOP Resolve structure first	13-19 REDLINE Consolidate gaps	20-24 REVIEW Technical + legal review
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Hard stops

DO NOT AVERAGE THESE AWAY

- ! The agency cannot prove the IP chain, or key product rights can disappear.
- ! Personal data is in scope, but security and processor obligations are not workable.
- ! Core hosting, data or licences cannot transfer and no tested migration path exists.
- ! Termination leaves you without paid-for code, usable data or an operational exit package.

WHAT TWO POINTS MEANS

Named owner + named artifact or test + timing + dependency + consequence of failure.

Clauses 1-4

01

CLAUSE

Acceptance criteria

PAYMENT

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

Each deliverable has a named test, data or environment, UAT owner and window, defect rule, cure and retest, plus the payment consequence.

02

CLAUSE

IP ownership

OWNERSHIP

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

Foreground, background, client and third-party IP are separated; artifacts and transfer or licence rights are defined; the subcontractor chain is complete.

03

CLAUSE

Change requests

PRICE + SCOPE

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

A written change states the baseline, price, timing and dependency impact; named people approve before work; defect correction is not treated as new scope.

04

CLAUSE

Warranty

REPAIR COST

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

A defect is tied to the specification or criteria; start date, severity, response, remedy and retest are defined; maintenance and enhancements are separated.

Clauses 5-8

05

CLAUSE

Dependencies

TIMELINE

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

A responsibility matrix names owner, artifact, due date and blocked milestone; delay notice, mitigation and limited critical-path impact are defined.

06

CLAUSE

Hosting

LOCK-IN + RUN-RATE

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

Production accounts and billing owner, region, services, budget, backups, monitoring, access and migration path are explicit; infrastructure is reproducible.

07

CLAUSE

Third-party licences

RIGHTS + RUN-RATE

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

A component register lists version, source, licence and fee; restrictive or costly components need approval; direct or transferable rights exist where needed.

08

CLAUSE

Handover

EXIT COST

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

Repository history, CI/CD, infrastructure, architecture, data model, tests, runbooks, credentials, known issues and training are listed and independently exercised.

Clauses 9-12

09

CLAUSE

Termination

COST TO STOP

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

Convenience, breach and insolvency paths are separated; payment, work in progress, data, artifacts, access, deletion, transition help and surviving rights are defined.

10

CLAUSE

Security obligations

INCIDENT RISK

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

Data and responsibility boundaries, named control baseline, testing, evidence, remediation, incident notice, secrets, logging and processor terms are in scope.

11

CLAUSE

Subcontractors

DELIVERY + DATA

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

Material subcontractors, role, location and access are disclosed; approval or notice, flow-down obligations, IP assignment and agency accountability are explicit.

12

CLAUSE

Definition of done

HIDDEN QUALITY

YOUR SCORE

0

Missing

1

Subjective

2

Testable + allocated

2-POINT TEST

Review, tests, security, accessibility where relevant, documentation, deploy, monitoring and blocker-defect rules are named and version controlled.

First-year comparable price

A headline build fee is comparable only after required exclusions, recurring costs, client workload and exit work are added back.

COMPARABLE PRICE

Build + exclusions + recurring + client workload + exit

COST LINE	AGENCY A	AGENCY B
Headline build fee		
Excluded required features / integrations		
Security, privacy and compliance work		
Hosting, monitoring and paid platforms - 12 months		
Client workload valued at an internal day rate		
Handover, migration and transition assistance		
Contingency for named unresolved assumptions		
FIRST-YEAR COMPARABLE PRICE		

COMPARISON RULE

Ask every agency to complete the same inclusion matrix. Mark each line included, excluded, allowance-only or usage-based. If a cost cannot be estimated, record the assumption and who owns the variance.

The 12 questions to send back

Put the agreed answer into the revised SoW or its schedules. Meeting notes are not the contract.

1 What exact evidence releases each milestone payment?

7 Which components carry licence duties, renewals or switching cost?

2 Which source code, designs, tests and docs transfer, and when?

8 Can a replacement engineer deploy or restore from the handover?

3 Who can approve a change, and what is never a chargeable change?

9 If we stop next milestone, what arrives, when, and what do we owe?

4 What is a warranty defect, and what response and remedy follow?

10 Which security baseline, tests, evidence and incident clock apply?

5 Which client input blocks which milestone, by what date?

11 Who else builds or accesses data, where, and under which obligations?

6 Whose cloud, DNS, domain, app-store and monitoring accounts are used?

12 What must be reviewed, tested, documented and deployed before done?

Who reviews what

TECHNICAL

Scope, feasibility, dependencies, definition of done and handover.

SECURITY / PRIVACY

Controls, testing, evidence, data processing and subprocessors.

QUALIFIED COUNSEL

Enforceability, liability, IP, termination and remedies under governing law.