

# WINNING THE SOLAR EPC ROLE

Qualifications, Positioning & Negotiation Strategies for  
the World's Fastest-Growing Energy Market

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SynergySolutions | March 2026

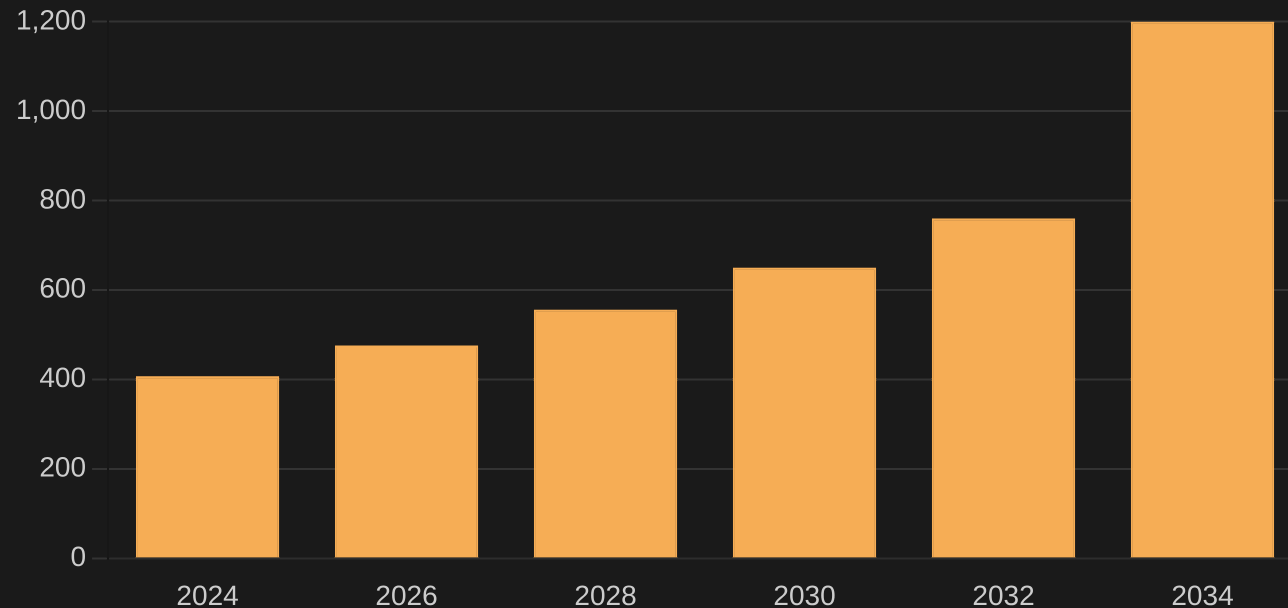
# THE SOLAR EPC MARKET OPPORTUNITY IS MASSIVE

## \$1.2 Trillion

Projected Market Value by 2034

- Global market valued at \$407.6B in 2024 (CAGR 8.1%)
- Record 597 GW installed in 2024 (+33% YoY)
- EPC costs represent 70–90% of total CAPEX
- Demand for qualified contractors outpaces supply

### Global Solar EPC Market Growth Projection



# WHAT IS A SOLAR EPC CONTRACTOR?

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An EPC contractor delivers a complete, operational solar facility under a single contract — making them the most critical partner in any project.

## E

### Engineering

- | Site assessment & feasibility
- | System design & layout
- | Performance modeling
- | Permitting support

## P

### Procurement

- | Equipment sourcing (panels, inverters)
- | Supply chain management
- | Logistics & delivery
- | Quality control

## C

### Construction

- | Site preparation
- | Installation & assembly
- | Grid connection
- | Commissioning & handover

*Unlike general contractors, EPCs assume full responsibility for project performance and output guarantees.*

# WHY PROJECT OWNERS CHOOSE EPC PARTNERS

Owners hire EPCs to transfer risk, accelerate timelines, and satisfy lender requirements — not just to build a solar farm.

## SINGLE POINT OF RESPONSIBILITY

One contract, one accountable party — simplifies management and dispute resolution.

## BANKABILITY

Lenders require fixed-price EPC contracts with performance guarantees to approve financing.

## SCHEDULE CERTAINTY

Integrated design-procure-build approach compresses timelines by 15–25%.

## COST PREDICTABILITY

Lump-sum contracts protect owners from budget overruns and price volatility.

## PERFORMANCE ASSURANCE

Output guarantees backed by liquidated damages protect revenue projections.

# THE 6 CORE QUALIFICATIONS EVERY EPC CANDIDATE MUST DEMONSTRATE

Credibility is built on technical depth, financial strength, and a verifiable track record – all three are non-negotiable.

**01**

## Technical Expertise

In-house engineering team with solar-specific design and performance modeling skills.

**02**

## Project Management

PMP-certified managers with large-scale energy project experience.

**03**

## Supply Chain Strength

Established supplier relationships and procurement systems.

**04**

## Construction Track Record

Documented history of on-time, on-budget solar project delivery.

**05**

## Financial Stability

Strong balance sheet, ability to post performance bonds and parent guarantees.

**06**

## Licenses & Certifications

State electrical/construction licenses; NABCEP certification adds significant credibility.

# POSITIONING STRATEGY

## How to Stand Out Before the RFP

The EPC selection decision is often made **before the RFP is issued** — early positioning is the real competitive advantage.

- **Engage Early:** Connect with project developers and IPPs during the pre-development phase, not just at the bid stage.
- **Influence the Influencers:** Build relationships with lenders and tax equity investors who dictate selection criteria.
- **Quantify Value:** Develop a compelling portfolio with specific outcomes (MW delivered, schedule performance, cost savings).
- **Add Value First:** Offer feasibility studies, interconnection support, or O&M planning to demonstrate expertise.
- **Specialize:** Differentiate through niches like utility-scale, agrivoltaics, floating solar, or storage-plus-solar.
- **Thought Leadership:** Publish case studies and technical white papers to build authority in the market.

# THE 5 KEY RISKS IN ANY SOLAR EPC CONTRACT

Every bankable EPC contract is fundamentally a risk-allocation document — know these five risks.

**01**

## **Price Risk**

Fixed-price deals risk cost overruns; use detailed cost models and contingencies.

**03**

## **Performance Risk**

Output guarantees create long-term liability; adopt conservative yield assumptions.

**05**

## **Force Majeure Risk**

Weather, supply or regulatory shocks — negotiate clear FM definitions and reliefs.

**02**

## **Schedule Risk**

Delays cause LDs; plan realistic schedules and buffer supply chains.

**04**

## **Technology Risk**

Unproven equipment can underperform; prefer bankable, tier-1 components.

# NEGOTIATING KEY CONTRACT TERMS — A PRACTICAL PLAYBOOK

Successful EPC negotiators know which terms to hold firm on, which to concede, and how to frame every position as a shared benefit.

## CONTRACT PRICE

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Anchor to a detailed cost model. Build in a **5–10% contingency**. Justify with market data to defend against arbitrary cuts.

## CHANGE ORDER PROCESS

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Define a clear, **time-bound process** for evaluating and approving changes to prevent scope creep disputes.

## PAYMENT MILESTONES

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Tie payments to **verifiable milestones** (NTP, mechanical completion, substantial completion) rather than calendar dates.

## LIQUIDATED DAMAGES

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Cap delay LD at **10–15% of contract price**. Cap performance LD separately. Avoid uncapped liability at all costs.

## PERFORMANCE GUARANTEES

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Negotiate a minimum performance threshold (e.g., **P90 energy yield**) with a clear cure period before penalties apply.

## WARRANTY PERIOD

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Standard is **12–24 months** post-completion. Negotiate carve-outs for equipment manufacturer warranties.

# HANDLING OWNER OBJECTIONS

The most common owner objections are predictable — prepare your responses before you enter the room.

*“Your price is too high.”*

→ Present a detailed cost breakdown; highlight **total cost of ownership** vs. lowest bid risk.

*“You lack experience at this scale.”*

→ Showcase team credentials; offer a **phased approach** or co-EPC structure.

*“Your performance guarantee isn't strong enough.”*

→ Propose a **tiered guarantee** with a cure period; offer a parent company guarantee.

*“We're concerned about supply chain delays.”*

→ Present your **supplier agreements** and procurement timeline with buffer.

*“We need a faster completion date.”*

→ Propose **fast-track engineering** and procurement overlap; show schedule precedents.

# THE NEGOTIATION TIMELINE — WHAT TO EXPECT

A typical solar EPC negotiation takes 3–9 months from initial engagement to contract signing — plan accordingly.



## MONTHS 1–2

### Initial Engagement

RFQ/RFP response, preliminary scope and pricing discussions.



## MONTHS 2–4

### Detailed Negotiation

Technical and commercial negotiations, due diligence, risk assessment.



## MONTHS 4–6

### Contract Drafting

Legal review, lender/investor review of EPC contract terms.



## MONTHS 6–9

### Closing & NTP

Final negotiations, performance bond issuance, financial close.

**KEY INSIGHT** *Keep momentum — the longer a deal takes, the more likely it is to fall apart. Assign a dedicated negotiation team.*

# CASE STUDY — FROM SUBCONTRACTOR TO PRIME EPC

Strategic positioning and a phased approach can transform a construction subcontractor into a full-wrap EPC in 3–5 years.

1

## YEAR 1-2

### Strategic Partner

Partner with established EPCs as a civil or electrical subcontractor; build solar-specific expertise and safety record.

2

## YEAR 2-3

### Small Prime

Take on smaller commercial/industrial solar projects as the prime contractor; document performance data.

3

## YEAR 3-4

### Capability Expansion

Develop in-house engineering capabilities or partner with an engineering firm; bid on mid-scale projects.

4

## YEAR 4-5

### Utility Scale EPC

Pursue utility-scale EPC contracts with a full portfolio of completed projects and bankable references.

## KEY LESSON

Every project is a reference — deliver on time, on budget, and above performance expectations.

# KEY TAKEAWAYS — YOUR EPC POSITIONING ACTION PLAN

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## THE WINDOW TO ESTABLISH YOUR POSITION IS NOW.

The global energy transition is accelerating — the EPC contractors who establish credibility today will dominate the market of tomorrow.

### 01 QUALIFY FIRST

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Invest in the technical, financial, and operational capabilities that lenders and owners require.

### 03 NEGOTIATE FAIRLY

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Pursue balanced risk allocation; an unsustainable contract destroys value for everyone.

### 05 STAY CURRENT

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The solar market evolves rapidly; continuous learning and adaptation are competitive advantages.

### 02 POSITION EARLY

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Engage developers, lenders, and investors before the RFP — relationships win deals.

### 04 DOCUMENT EVERYTHING

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Build a portfolio of quantified project outcomes — it is your most powerful sales tool.

### 06 ACT NOW

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Don't wait for the perfect moment. Start building your EPC capabilities today.