

EXHIBIT G

RESPONSIBILITY INFORMATION

1.0 Name of Proposer

Identify the legal name of Proposer. If the name is a “doing business as” (DBA), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone and fax numbers and electronic mail address. Identify the legal name and nature of Proposer and the state of its organization. If a Proposer has branch offices, state which office will be performing the majority of the work.

2.0 Equity Members

For each Equity Member of Proposer, identify the entity’s role, planned equity ownership percentage and the entity’s legal nature and state of organization. If a Proposer is a single entity, it will be deemed to be the sole “Equity Member” for purposes of this RFP and Responsibility Information submittal requirements.

3.0 Major Subcontractors and Other Subcontractors

Identify all Major Subcontractors and other Subcontractors that have been identified as of the date of the Responsibility Information. For each Major Subcontractor, identify the entity’s role and the entity’s legal nature and state of organization. If a Major Subcontractor has branch offices, state which office will be performing the majority of the work.

4.0 Organizational Charts

Provide an organizational chart which sets forth Proposer structure, teaming arrangements and reporting requirements.

5.0 Legal Information

The following information regarding legal issues affecting Proposer and its team members shall be submitted:

5.1 Legal Liabilities

Provide a list and a brief description of all instances during the last five (5) years involving toll projects in North America in which Proposer, any Equity Member, any Major Subcontractor or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and fax number (and e-mail address if available).

For purposes of this Section 5.1 and Section 5.2, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Subcontractor as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Subcontractor), and other financially liable or responsible parties for the Proposer, that, within the past five (5) years have engaged in business or investment in North America.

5.2 Legal Proceedings

Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five (5) years related to a toll project in North America involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Subcontractor or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$15 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding.

6.0 Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire (Form C) and Debarment and Suspension Certification (Form J)

Proposer shall include executed originals of Form C from each of Proposer, each Equity Member of Proposer, each Major Subcontractor and each Financially Responsible Party. Proposer shall include an executed original of Form J with respect to Proposer, each Equity Member of Proposer, each Major Subcontractor and each Financially Responsible Party.

With respect to the information solicited in Section 5.0 and Section 6.0, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling IFA and the Joint Board to contact owner representatives may, in the sole discretion

of the Joint Board, lead to a determination of a non-Responsible Proposer and disqualification from the procurement process.

7.0 Conflicts of Interest (Form F)

Proposer shall include executed originals of Form F for Proposer, each Equity Member of Proposer, each Major Subcontractor, each other Subcontractor and each Financially Responsible Party. See Section 3.2.8 of Exhibit B to the ITP for a description of this form.

8.0 Financial Information

The following items should be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in Proposer's organization (i.e., Equity Member, lead engineering firm, subcontractor, etc.).

8.1 Financial Statements and Credit Ratings

- a. Financial statements for Proposer, Equity Members of Proposer and Financially Responsible Party (in each case, if a consortium, partnership or any other form of a joint venture, all such members) for the three (3) most recent completed fiscal years must be provided to demonstrate financial capability of Proposer team. If the entity has been in existence for less than three (3) fiscal years, Proposer should expressly state that such entity has been in existence for less than three (3) fiscal years and shall provide financial statements for the number of fiscal years it has been in existence.
- b. Financial Statement information must be consolidated where required by generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS) and must include:
 - i. Auditor's Report;
 - ii. Balance Sheet;
 - iii. Income Statement or Statement of Comprehensive Income;
 - iv. Statement of Changes in Cash Flow;
 - v. Statement of Changes in Equity; and
 - vi. Footnotes to financial statements.
- c. In addition, Financial Statements must meet the following requirements:
 - i. **GAAP/IFRS:** Financial Statements must be prepared in accordance with U.S. GAAP or IFRS. If financial statements are prepared in accordance with

principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

ii. **U.S. Dollars:** Financial statements should be provided in **U.S. dollars** if available. If financial statements are not available in U.S. dollars, Proposer must include summaries of the Income Statements, Statement of Changes in Cash Flow, Statements of Changes in Equity, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.

iii. **Audited:** Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant in the US or Chartered Accountant for foreign entities). If audited financials are not available for an entity, the Responsibility Information shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the entity.

iv. **English:** Financial Statement information must be prepared in English. If the audited financial statement information for an entity is prepared in a language other than English, the original and one (1) copy of the information required under this Section 8.0 shall contain the original financial statement information and the translation, but copy numbers two (2) to five (5) need only contain the English language translation of such audited financial statements. The original must be clearly marked "Original" on its face and spine.

v. **Financially Responsible Party Letter of Support:** If Financial Statements of a parent company or affiliate company (a "Financially Responsible Party") are provided to demonstrate financial capability of Proposer or Equity Members of Proposer, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer or Equity Member of Proposer, as applicable with respect to the Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.

Proposers shall note that the Joint Board may, in its discretion based upon the review of the information provided herein, or Proposer's form of organization, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the Agreement.

For purposes of this subsection (c), (i) “parent company” means parent companies at any tier and (ii) “affiliate company” means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Proposer or any Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving Proposer or any Equity Member), and (D) other financially liable or responsible parties for the entity.

- d. **Newly Formed Entity:** If Proposer, an Equity Member of Proposer or Financially Responsible Party is a newly formed entity and does not have independent and historical financial statements, financial statements for the equity owners/members shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent and historical financial statements). In the event of a newly formed entity, the Joint Board may, in its discretion, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the Agreement.
- e. **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their most recent annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.
- f. **Confidentiality:** Proposer shall identify any information which it believes is entitled to confidentiality by placing the word “confidential” on each page as described in ITP Section 2.5.
- g. **Credit Ratings:** Proposer shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating.

8.2 Material Changes in Financial Condition

- a. Provide information regarding any material changes in financial condition for Proposer, each Equity Member and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or any other form of a joint venture, for all such members) for (i) the past three (3) years; (ii) the period from the most recent balance sheet to the date of the Responsibility Information, and (iii) for changes anticipated for the next reporting period. Information pertaining to pending material changes may be marked confidential if required by law. The Proposer shall update its response for any material changes in financial condition subsequent to submitting the Responsibility Information if it becomes a Responsible Proposer.

- b. If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer or treasurer (or equivalent position or role) so certifying.
- c. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of Proposer, each Equity Member, each Financially Responsible Party, as applicable, to remain engaged in this procurement and submit a responsive Proposal.
- d. Estimates of the impact on revenues, expenses, assets, liabilities and the change in equity will be provided separately for each material change as certified by the chief financial officer or treasurer (or equivalent position or role).
- e. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.
- f. Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.
- g. Set forth below is a representative list of events intended to provide examples of what the Joint Board considers a material change in financial condition. This list is intended to be indicative only. At the discretion of the Joint Board, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A downward change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downward change in credit rating for the affected entity or parent corporation of the affected entity;

- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and three (3) most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting policies direct charges to equity, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 10% of its workforce or involves the disposition of assets exceeding 10% of the then shareholder equity;
- Contingent liabilities disclosed in the notes to financial statements;
- Other events known to the affected entity which represents a material adverse change in financial condition over the past three (3) years, or may be pending for the next reporting period.