

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Automotive Parts and Supplies("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

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- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;

- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.
- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing

being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by

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its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name AutoZone Parts, Inc.

Address 123 S. Front St.

City/State/Zip Memphis, TN 38103

Telephone No. 901.495.6500

Email Address N/A

Printed Name Duane Findley Grant McGee

Title Vice President, Commercial Support SVP, Commercial

Authorized signature  
DocuSigned by: 68DAA9E871B9431... DocuSigned by: E800417ADBE9447...

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Section 11 (e). Standard Cancellation/ pg. Contract 3	Please modify this section by including these additional words at the very beginning of the first sentence so to allow AutoZone the opportunity to correct any issue before you terminate the contract.	In the event Contractor cannot remedy an issue arising from this Contract within 30 business days after receiving written notice of such issue from Region 4 ESC, Region 4 ESC may cancel this Contract in whole or in part by then providing written notice of cancellation to Contractor which shall take effect 30 business days after Contractor receives such notice. After the 30th business day all work will cease following completion or any then current purchase order.	
Section 30. Indemnity/ pg. Contract 6	Please insert the following as an additional sentence at the end of the Indemnity section to cover indemnity for things AutoZone is not a part of	Region 4 ESC agrees to be responsible for and shall indemnify and hold Contractor harmless from and against all damages, claims or demands to the extent arising out of or resulting from (i) improper installation of goods by Region 4 ESC, or (ii) any breach of an express product warranty issued by Region 4 ESC to a customer or end user of any of the goods that exceed either the scope of the manufacturers' express warranties or such other warranties set forth herein or agreed to by Contractor in writing.	
Section 17. Price Adjustments/ pg. Contract 4	Please modify the first paragraph by adding these 3 words here (material, Such, such) in order to make it more clear that only price increases that are the result of product design alterations are covered by this section.	Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will materially increase price, Region 4 ESC must be notified immediately. Such Price increases must be approved by Region 4 ESC and no payment for additional materials or services beyond the amount stipulated in the Contract shall be paid without prior approval. All such price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.	



Products/Pricing

i. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, parts, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).

- A. Parts catalog and pricing available through www.autozonepro.com with valid username and password.
- B. All categories set at 50% off as published on www.autozonepro.com
- C. AutoZone has submitted pricing in the following format:
 - Excel file on Flash Drive marked "AZ PRICING"

iii. Is pricing available for all products, parts, and services? If applicable, include pricing and details for aftermarket, used, remanufactured, and refurbished items.

- A. Parts catalog and pricing available through www.autozonepro.com.

iv. Describe any shipping charges.

- A. AutoZone owns and utilizes their own fleet. We do not have any shipping charges on store stocked product, we also offer free shipping on all special ordered and vendor direct shipments to our stores.

i. Detail ancillary and freight costs and pricing for orders placed outside Continental US.

- A. AutoZone does not charge freight for any merchandise serviced from our stores
- B. AutoZone will offer the OMNIA national account pricing for orders serviced from an AutoZone store outside continental US.



ii. What are the minimum shipping requirements?

A. AutoZone will not mandate a minimum for shipping for participating public agencies

Detail shipping on all items meeting minimum shipping requirements. Offeror may include a shipping fee on orders less than minimum shipment.

v. Provide pricing for warranties on all products, parts, and services.

A. AutoZone shall warrant all application specific Goods sold to Customer to be free from defects in materials and workmanship for the period of the then current standard warranty offered by AutoZone to its retail customers for such Goods. Notwithstanding the foregoing, AutoZone agrees that Customer will receive the benefit of any warranty provided by AutoZone's vendor that AutoZone may pass through to the Customer.

vi. Describe any return and restocking fees.

A. AutoZone will not have additional restocking or return fees for participating public agencies providing merchandise is returned in original packaging and in new resalable condition

vii. If offering Labor, include: AutoZone does not perform any services, therefore does not have any labor charges

- ☐ A per diem rate.
- ☐ All labor rates will be based on standard hours. Indicate standard hours ____am to ____ pm Monday to Friday.
- ☐ Overtime rates (after standard hours and Saturday) _____ x Standard Rates.
- ☐ Overtime rates Sunday, (Holidays) _____ x Standard Rates.
- ☐ Minimum charge of ____ hours for overtime work.

viii. Describe any additional discounts, volume purchases, special manufacturer offers, free good programs or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, volume purchases, etc.

A. AutoZone offers special buy deals advertised on www.autozonepro.com and through delivered advertising.

B. AutoZone offers additional discounts for stocking items on selected categories.

ix. Describe ordering process. Do you provide for on-line ordering, punch out capabilities, and e-commerce systems? Describe the options available and any authorization platforms.

A. AutoZone provides on-line ordering through its commercial website Autozonepro.com. AutoZone can also integrate with a third-party system via a CXML request into AutoZonePro via a Punchout solution or via a direct API integration with our ordering and catalog services. The punchout solution requires less development and give the user the AutoZonePro experience within the 3rd party system. The direct API integration leverages AutoZone's ordering and catalog services to retrieve the necessary information for customers to utilize for completing orders within the 3rd party system. This requires more development on the customer's end because of how the catalog and orders are displayed would have to be developed for showing in the 3rd party system.



x. Are retail sale establishments available? If so, provide a listing of retail establishments and the participating public agency ability to access.

- A. AutoZone has over 6000 retail locations that participating public agencies can purchase from with their PIN (account) number.
- B. AutoZone store location list can be accessed through [AutoZone Store Locator — Find the AutoZone Near Me](https://www.autozone.com/locations/) <https://www.autozone.com/locations/>
- C. AutoZone has included a flash drive labeled "AZ STORE_DC" in the RFP response with current store locations

xi. Describe any trade-in policy.

- A. AutoZone does sell some remanufactured items that require a core trade in, AutoZone provides each entity with the choice to be charged for cores, or to be core-deferred. Core deferred- There are no charges for cores, unless the core is not received within 72 hours. Core deferral eliminates paperwork for the shop and the accounting department.

xii. Describe how customers verify they are receiving Contract pricing.

- A. We will provide OMNIA Partners monthly reporting on all agencies attached to the OMNIA Partners national account program. We will provide specific agency reporting on transactions upon request.
- B. All participating public agencies will be provided credentials to access www.autozonepro.com to verify they are receiving Contract pricing 50% off list as published on www.autozonepro.com.

xiii. Describe payment methods offered.

- A. AZPRO Bill Pay – Credit Card/Electronic Check
- B. ACH/Single Use Credit Card
- C. Checks

xiv. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

- A. AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract.

xv. Describe how future product introductions will be priced and align with Contract pricing proposed.

- A. AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract



xvi. Describe any rental, leasing, or financing options.

- A. AutoZone will offer our standard loan a tool program option to all OMNIA Partners participating agencies. The agency puts down a deposit to borrow a tool and receives the deposit back when the tool is returned in good condition.
- B. AutoZone will offer our standard Equipment leasing and financing option to all OMNIA Partners participating agencies through a 3rd party.

xvii. Provide any additional information relevant to this section.

- A. **Core Charges (including pick-up & delivery):**
AutoZone provides each entity with the choice to be charged for cores, or to be core-deferred. Core deferred- There are no charges for cores, unless the core is not received within 72 hours. Core deferral eliminates paperwork for the shop and the accounting department. Core deferral also does not impact credit limits.
- B. **Return Policy:**
AutoZone will accept returns, which are in original packaging and in a new, saleable condition.
- C. **Used Oil and Battery Recycling:**
AutoZone is an authorized collector of battery cores, AutoZone can also accept used oil for recycling.
- D. **Battery Testing:**
AutoZone provides free battery testing at AutoZone stores
- E. **Technician Training:**
Online/On-Demand subscription-based training
 - More than 125 topics available
 - Includes Bilingual courses
 - Cost < \$1 per day
 - Average 50 minute per course
 - Modules build around real-world case studies
 - Topics range from ASE Certification Prep to major vehicle systems, including modern diagnostics, fuel systems, ignition, computer controls, and more
 - New courses are continually being added
 - Developed by industry leaders and are led by ASE Master Certified, factory-trained instructors
 - Certificates are available for each course

Virtual Training

- Courses cover a wide variety of topics and experience levels
- Technical and Shop Management Training available
- Training courses are developed by industry leaders and are led by ASE Master Certified, factory-trained instructors
- Manuals or downloadable printouts and certificates are available for each course
- Opportunities to schedule Agency exclusive events to support specific topics and scheduling
- View our upcoming Virtual Training Schedule:
<https://info.autozonepro.com/acton/fs/blocks/showLandingPage/a/39729/p/p-001a/t/page/fm/0>



ALLDATA Shop Management System and OEM Repair Information

REPAIR INFORMATION

ALLDATA Repair – The industry’s #1 choice for unedited OEM information. Everything you need for faster diagnostics and OEM-accurate mechanical repair.

ALLDATA Collision – The industry’s #1 choice for unedited OEM info. Ensure accuracy and limit liability with factory-direct repair information specifically targeted to auto body shops.

ALLDATA Mobile OEM info, verified repairs, and basic diagnostics on a tablet app

ALLDATA Collision Advantage for OEM Alerts and more – making sure your estimate is complete and accurate.

ALLDATA Diagnostics – is your affordable scan tool solution, the only one with ALLDATA’s industry-leading repair information built-in.

ALLDATA Tech-Assist – Call our diagnostic hotline staffed by ASE-Certified Master Techs for fast solutions.

SHOP MANAGEMENT

Estimator – A faster, easier way to create professional, compliant estimates.

ALLDATA Shop Manager – A simple tool for shop needs like estimates, repair orders & invoices.

ALLDATA Manage Online – Expanded features for complete shop management & reporting

Free Education Resources:

(Coming soon) Instructor Toolkit: Teach your students how to meet ASE accreditation standards for OEM repair information with our turnkey curriculum resources including Lesson Planners and live webinars.

CAIS Program ALLDATA’s Certified Automotive Information Specialists program tests students and shop technicians on the skills and knowledge needed to use ALLDATA Repair and ALLDATA Collision at a professional level.

PRICING:

ALLDATA Repair:

Education- \$1,200 – Annually
Government- \$1,500 – Annually

ALLDATA Collision:

Education- \$1,500 - Annually
Government- \$1,995 – Annually

Discounts apply for additional products purchased with Repair or Collision

<i>Number of Products</i>	<i>Discount</i>
2	10%
3	15%
4	20%
5	25%

Upon award of contract, we will provide additional contact information for ALLDATA products



Quality Parts From Quality Brands

A/C & Heating

Condensers & Evap Cores

Compressors, other AC Components

Expansion Device

Heater Cores

Brands

ADPI, CSF, Denso, Gilmore, USMW, URO

Denso, Four Seasons, Hella, Sanden, UAC, URO, Valeo

Denso, Hella, Sanden, Santech/Omega, URO,

ADPI, Four Seasons, SMP

Batteries

Automotive

Duralast ProPower, AC Delco, Odyssey, Optima

Lawn & Garden, Marine

Duralast, Duralast Gold

Power Sports & Utility

Duralast, Duralast Gold, Odyssey

Bearings & Assemblies

Hub Bearing & Assemblies

Duralast, Duralast Gold

Sets & Seals

Duralast, National

Belts & Hoses

MV, V Belt

Duralast, Continental, Bando, JK Fennor, Valucraft

Molded Hoses

Continental, Dorman, Rein

Blower Motors & Accessories

Duralast, Continental, SMP/4Seasons

Brake Systems

Brake Calipers

Duralast, ACDelco, IMC Original Performance

Drums & Rotors

Duralast, Duralast Gold, Duralast Severe, Duralast Pursuit Beck Arnley, Brembo, IMC Original Performance

Master Cylinders/Boosters

Duralast New and Reman, Advics, AISIN, ATE, Beck Arnley, FTE, MEYLE, Nissin, Rocky, Sanyco, TRW, MPA, PBE

Brake Hoses/Lines

Duralast, NiCopp, Polyarmour

Hardware Kits

Duralast, Beck Arnley, Dorman,

Brake Pads

Duralast, Duralast Gold, Duralast Elite, Duralast Severe Duty, Duralast Pursuit, ACDelco, Beck Arnley, Brembo

Brake Shoes

Duralast, ACDelco

Wheel Cylinders

Duralast, ACDelco, Beck Arnley, Brembo

Distributors, Caps, Rotors

Distributors, Caps and Rotors

Brands

Duralast, ACDelco, Cardone, Delphi, Duralast Gold, Factet, MotorCraft, ValuCraft

Drive Train

New CV Axles

Duralast Gold

U-Joints

Duralast, MOOG

ECM's

Duralast, ACDelco, Blue Streak, Cardone, Motorcraft

Engines & Transmissions

Auto Transmissions

All Trans, Dahmer Powertrain Grade A, Moveras, National, NuTech, Tri-Star

Camshafts, Oil Pumps, Oil Pump Kits, Push Rods, Rocker Arms, Valves Valve Train Systems & Components

AE, AISIN, Febi, Melling, Osvat, Rock, Schoettle, Topline, TRW

Clutches

AISIN, Exedy, MAS Clutch, Perfection, PROSHIFT, Sachs, Valeo

Crankshafts

Crankshaft Rebuilders

Cylinder Heads

American Cylinder Heads, Allied, NuTech

Engines

Blackwater, Dahmer, Ford, Grade A, Tri Star, Nutech, Nutech Pro, Titan

Flywheels

Perfection, Pioneer, Sachs, Valeo

Harmonic Balancers

Dorman, Pioneer, Power Bond

Manifolds

Dorman

Manual Transmissions

ATC, Dahmer, High Gear, Midwest, Zumbrota

Motor, Transmission Mounts

Duralast, Marmon Ride Control, Rodatech, Pioneer

Piston Rings, Re-build & Re-ring Kits

Sealed Power, KS, Goetze, Deves ContiTech, Gates, Iwis, INA, OSK, S.A. Gear, Tsubaki

Timing Chain & Gears

ATC, Dahmer, High Gear, Mid-West Transmissions National

Exhaust

Converters

D.E.C., Emico, Flowmaster, Magnaflow, Walker

Mufflers

Ansa, Dansk, Eberspraecher, Empi, Ernst, Starla, Walker Magnaflow

Engine Sensors

OE

ACDelco, Bosch, Delphi, Denso, Hitachi, MotorCraft

Aftermarket

Duralast, Duralast Gold, Blue Streak, Dorman, Encore, Spectra Premium



Start Ordering Today. Visit [AutoZonePro.com](https://www.AutoZonePro.com) or call your Commercial Sales Manager.

Note: "Duralast" reference can include Duralast, Duralast Gold, Duralast Elite, Duralast Severe Duty, Duralast Pursuit, Duralast ProPower EFB, Duralast ProPower, Duralast ProPower Plus, Duralast ProPower Ultra and Duralast ProPower AGM brands. Genuine parts (vehicle brands) are available for import applications across most part types.

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Quality Parts from Quality Brands

Filters

Fuel Filters
Air Filters
Cabin Air Filters
Oil Filters

Brands

Duralast, Original Performance
STP, K&N, Fram
K&N, STP
ACDelco, Fram, K&N, Luberfiner,
Motorcraft, Mobil1, Mopar,
Rotella, STP

Transmission Filters

Duralast, Raybestos

Gas & Diesel Injection

Gas & Diesel Injection

Duralast, ACDelco, AUS, Bosch,
Bostech, Continental, Delphi, Denso,
Encore, Hitachi

Fuel Delivery Parts (Modules, Pumps, etc)

ACDelco, Bosch, Carter, Delphi,
Denso, Hitachi, Spectra, TruGrade,
USMW, VDO, Motorcraft

Fuel Tanks

Spectra Premium, Dorman

Gaskets

Fel-Pro, Mahle, Victor Reinz

Ignition Coils, Modules

Duralast, Duralast Gold, Accel,
Bosch, Delphi, Denso, Encore,
Hitachi, MotorCraft, NGK, MSD,
ValuCraft

Oxygen Sensors

ACDelco, Bosch, Denso, Encore, NTK,
Hitachi, Walker

Radiators

Duralast

Shocks & Struts

Shocks & Struts

Duralast, ACDelco, Arnott Industries,
Bilstein, KYB, Sachs, Sensen

Loaded Strut

Duralast, Arnott Industries, Bilstein,
KYB, Sachs, Sensen

Air Struts

Arnott, Westar

Steering & Suspension

Power Steering Pumps, Steering Gears,

Rack & Pinion

Atlantic Automotive (AAE), Duralast,
Endurance, PWR

PS Hoses

Duralast

Control Arms

Duralast, Duralast Gold

Tie Rod End, Ball Joint,

Sway Bar, Idler Arms

Duralast, Duralast Gold

Spark Plugs

Spark Plugs

Brands

ACDelco, AutoLite, Bosch,
Champion, Denso, MotorCraft,
NGK, E3

Spark Plugs Wires

Duralast, Duralast Gold, ACDelco,
Delphi, Denso, NGK, MotorCraft

COP Boots

Duralast, ACDelco, Denso, NGK,
MotorCraft

Starters/Alternators

Duralast, ACDelco, Bosch

Switches, Ignition Switches,

Relays

Duralast, ACDelco, Denso,
Dorman, Hella, MotorCraft

Tensioners

Duralast, ACDelco, Automotive
Tensioners Inc., Continental, Dorman

Throttle Bodies

Duralast, ACDelco, Aisin, AutoLine,
Blue Streak, Bosch, Cardone,
Continental/VDO, Dorman, Encore,
Hitachi, Tech Smart, URO

Tire Pressure Monitors

Duralast, Schrader, Autel, Bartec,
Continental, Hamaton, HUF

Turbochargers

Mahle, OE-Turbopower, RotoMaster,
Cardone, Dorman, GP Sorensen,
MotorCraft, PurePower

Water Pumps & Thermostats

Water Pumps

Duralast, Duralast Gold, Valucraft,
ACDelco

Delco Water Pump Kits

Duralast, Dayco

Thermostats

Duralast, Duralast Gold, Failsafe,
Valucraft

Window Products

Washer Pumps

Dorman

Window Lift Assemblies

Dorman

Window Lift Motors

Dorman, WAI

Wiper Motors

Dorman, WAI

Door Handles

Dorman



Start Ordering Today. Visit [AutoZonePro.com](https://www.AutoZonePro.com) or call your Commercial Sales Manager.

Note: "Duralast" reference can include Duralast, Duralast Gold, Duralast Max, Duralast GT, Duralast ProPower, Duralast ProPower Plus, Duralast ProPower Ultra and Duralast ProPower AGM brands. Genuine parts (vehicle brands) are available for import applications across most part types.

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Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

A. Included

iii. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

AutoZone's average delivery time is at or below 35 min, more than 49% of deliveries average less than 25min.

i. Describe delivery time for stock and non-stock items.

A. AutoZone will provide just in time delivery program 30 minutes or less for all agencies 0-3 miles. * See chart below

B. AutoZone utilizes the latest technology to record timing of each delivery

Distance from servicing AutoZone commercial store	Delivery Time from Order Acceptance
0-3 miles	30 minutes or less
3-5 miles	45 minutes or less
5-15 miles	90 minutes or less
15+ miles	Scheduled delivery as agreed to by the parties

ii. How do you respond to emergency orders?

A. AutoZone will provide emergency order placement based on communication with agencies local AutoZone store location during normal operating hours

v. What is Offeror's average Fill Rate and distribution of parts?

A. AutoZone provides 100% distribution to all stores achieving 95%+ fill rate.



vi. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

- A. Each AutoZone store manages their Customer Service providing real time solutions. At each store, there are increasing layers of management, providing WOW! Customer Service and having the authority and autonomy to resolve customer issues. Store hours can vary, but, as a general rule, AutoZone stores are open 7 days a week, from 8am – 5pm. In addition, AutoZone's Customer Care Center is open Mon-Fri from 8am – 8pm EST with toll free, fax, and email options. Autozonepro.com is available 24 hours and may provide additional assistance in problem resolution.

vii. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Invoicing Process:

- A. Electronic ordering through autozonepro.com account setup (AZPRO)
- B. Electronic ordering through 3rd party punchout solutions.
- C. Phone call to Store
- D. In Person ordering and pick up – ID requirements.
- E. Invoicing options:
 - a. PO requirements available
 - b. Invoice copy delivered to shop with items.
 - c. Daily/Monthly Invoice file email available
 - d. Invoice reprints/Statements available through AZPRO.
 - e. Emailed statements

Payment Terms & acceptable payment methods:

- A. AZPRO Bill Pay – Credit Card/Electronic Check
- B. ACH/Single Use Credit Card
- C. Checks

Fees Pertaining to credit cards/P-Card:

- A. No fees for credit card or P-Card usage



viii. Describe Offeror's contract implementation/customer transition plan.

- A. AutoZone will utilize our outside sales force to communicate the new contract with all agencies
- B. AutoZone will develop a strategic internal communication campaign through email and company communication outlining our new cooperative agreement.
- C. AutoZone will target all current OMNIA member agencies in our portfolio with a marketing campaign and communication to ensure awareness surrounding our new contract
- D. All OMNIA members that are currently in our portfolio will automatically transition to the new AutoZone program, updated contract documentations will be provided to all agencies through our sales force and website.

ix. Describe the financial condition of Offeror.

- A. Below are the last two years performance of AutoZone.

AutoZone, Inc.		
123 S Front St		
Phone: (901) 495-6500	MEMPHIS, TN 38103-3607 United States	Ticker: AZO
Performance Ratios - Annual		
(Thousands of U.S. Dollars)		

Period Ended	52 weeks 8/29/2020	53 weeks 8/31/2019
Net Sales \$	\$12,631,967	\$11,863,743
% change	6.48%	5.73%
Gross Margin \$	\$6,770,753	\$6,365,001
% change	6.37%	6.55%
% of sales	53.60%	53.65%
change as % of incremental sales	52.82%	60.88%
SG&A \$	\$4,269,174	\$3,778,907
% change	12.97%	-1.02%
% of sales	33.80%	31.85%
change as % of incremental sales	63.82%	-6.05%
Operating margin \$	\$2,417,679	\$2,216,137
% change	9.09%	22.38%
% of sales	19.14%	18.68%
change as % of incremental sales	26.23%	63.06%
EBITDA \$	\$2,815,145	\$2,586,094
% change	8.86%	19.95%
% of sales	22.29%	21.80%
change as % of incremental sales	29.82%	66.93%
EBIT \$	\$2,417,679	\$2,216,137
% change	9.09%	22.38%
% of sales	19.14%	18.68%
change as % of incremental sales	26.23%	63.06%



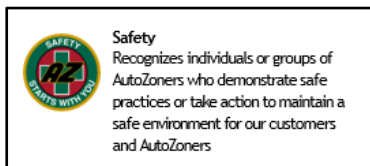
x. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

- A. AutoZone provides on-line ordering through our www.autozonepro.com portal, agencies will have the ability to view products images and specifications, place orders, view orders, access catalogs, and participate in promotions.

xi. Describe the Offeror's safety record.

We utilize multiple methods, resources and controls to deploy initiatives and policies to enhance the safety, health and environment in our stores, DCs and Support Centers. These include, but are not limited to, an

- Environmental Safety & Health Policy and
- Training and measures developed by third-party experts.
- member of the National Safety Council (NSC), America's largest non-profit safety advocate. We utilize the NSC membership to track current trends, data, training concepts and key metrics.
- A safe working environment is one of the many ways we demonstrate one of our core Values, Cares About People. We continuously strive to improve workplace safety by utilizing data to understand opportunities. We use data to update and deliver more responsive training, communications, and processes to AutoZoners.
- AutoZoners access online courses to support their current roles and career paths including product knowledge, safety, environmental, Commercial, and management. This is reinforced by managers with hands-on experience and opportunities to practice what was learned.
- AutoZone has a dedicated safety pin that is awarded to individuals to be recognized and to be worn as part of our dresscode.



xii. Describe Offeror's green or sustainability program. What types of green/sustainability reporting or reviews are available?

- A. See attached environmental report

xiii. Provide any additional information relevant to this section.

- AutoZone conducts training for technicians.
- 2019 AutoZone coordinated more than 200 training seminars. AutoZone also conducted and maintained the number of training seminars during 2020 and 2021 despite COVID challenges virtually. Agency technicians can be invited to attend training seminars when a seminar is in the agency's area. Although in most situations face-to-face interaction is preferred, our training partners quickly identified opportunities to engage the attendees. Also, the virtual platform allows us to reach a larger audience since location is no longer a factor.



3.0 Supplier Response

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

AutoZone started with a vision and a commitment to taking care of people who take care of cars.

On July 4, 1979, in the small town of Forrest City, Arkansas, we opened the first "Auto Shack", with first day sales of only \$300. Since that first day, we've kept that vision and commitment alive, and it's been the driving force behind AutoZone's success – We're ready to help you take your business to the next level with dedicated people, commercially focused programs and the parts you need when you need them.

AutoZone is the leading retailer and a leading distributor of automotive replacement parts and accessories in the Americas. Each AutoZone store carries an extensive product line for cars, sport utility vehicles, vans and light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. Many stores have a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national repair garages, dealers, service stations and public sector accounts. We also have commercial programs in all stores in Mexico and Brazil.

AutoZone sells the ALLDATA brand diagnostic and repair software through www.alldata.com and www.alldatadiy.com. Additionally, we sell automotive hard parts, maintenance items, accessories and non-automotive products through www.autozone.com and our commercial customers can make purchases through www.autozonepro.com. We provide product information on our Duralast branded products through www.duralastparts.com. AutoZone does not derive revenue from automotive repair or installation.

AutoZone has the largest all company-owned footprint in the aftermarket industry, Perhaps more impressive are AutoZone's other unique differentiators ...

- AutoZone's culture of WOW! Customer Service
- WITTDJR (What It Takes To Do The Job Right – AutoZoners providing trust worthy advice to customers)
- ExtraMiler (when AutoZoners go the extra mile to satisfy the customer, he or she is rewarded)
- The ability to consistently offer the same parts & service levels in different parts of the country.
- AutoZone's approach to distribution (AutoZone is the only company in the aftermarket space that picks-up product from the manufacturer vs. waiting for the product to be delivered (this improves product to store delivery times, a very unique advantage).
- AutoZone's systems (in-store & online ordering for members and commercial customers)



- AutoZone's structure (while AutoZone is very large, it has the feel of a much smaller organization, because everything is localized, with empowerment and autonomy given to local AutoZoners).
- AutoZone parts, its hassle-free return policy, warranty policy, labor claim reimbursement policy, nationwide warranty, and so much more.

At AutoZone, diversity is one of the core values, and it is our pledge and values that drive the way we run our business. We strive to exceed our customers' expectations by going the extra mile, and the diverse backgrounds and skills of our AutoZoners help us do that. Our stores reflect the diversity of the communities that they serve, which allows us to better meet our customers' needs and solve their problems. We know that it is the different experiences, viewpoints and talents of our AutoZoners that lead to WOW! Customer Service and help our teams succeed.

AutoZone has more than 15,000 government fleet customers in all 50 states, and hundreds of thousands of repair shop customers that rely on AutoZone and its quality parts.

B. Total number and location of salespersons employed by Supplier.

- A. AutoZone owns more than 6,000 store locations (no franchises or independents) and has more than 100,000 employees. AutoZone operates in all 50 states.
- Store Manager manages 1 store (6,000). Store Managers report to a District Manager.
 - District Manager supports about 10-13 stores.
 - Territory Sales Managers supports about 8-10 Commercial Managers.
 - Commercial Store is equipped with a Commercial Manager (5,400),

C. Number and location of support centers (if applicable) and location of corporate office.

5 SUPPORT CENTERS

United States

AutoZone's J.R. Hyde III Store Support Center (SSC), is in Memphis, Tennessee.
ALLDATA is located in Elk Grove, California.

Mexico

Centro de Apollo a Tiendas" (CAT) supports all Mexico stores, in Monterrey, Mexico
DataZone Support Center is in Chihuahua, Mexico.

Brazil

Centro de Suporte as Lojas (CSL) is in Sao Paulo, Brazil

Corporate Office

AutoZone corporate office and store support center
AutoZone Parts, Inc
123 South Front Street - Memphis, TN. 38103



D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report.

2018 \$11,221,077,402

2019 \$11,863,742,680

2020 \$12,631,967,045

DUNNS 15-723-3511

FEIN # 62-1611058

See DOCUMENTS ATTACHED

E. Describe any green or environmental initiatives or policies.

A. See attached environmental report

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____



H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

A. AutoZone does not intend to use subcontractors or affiliates when providing services.

I. Describe how supplier differentiates itself from its competitors.

A. Largest all company-owned store footprint in the USA

B. Management, Vision, Execution

C. Supply chain, Systems, Inventory

D. Organizational hierarchy

E. Company owned and operated fleet to service customers with "Hot Shot" delivery

F. Technology investment to provide the most current repair information with ALLDATA

G. Duralast the #1 brand for professional technicians

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

A. AutoZone has approximately 6,000 retail stores and 100,000 employees throughout the world and periodically receives notice of filed lawsuits in the ordinary course of business. Any material litigation can be found in AutoZone's public filings.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

- AutoZone is a publicly held corporation

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

AutoZone does not have any debarment or suspension actions.



3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- A. All States indicated will receive 50% discount from list price. List price can be verified at www.autozonepro.com
- B. AutoZone's No Core Charge policy
- C. AutoZone's nationwide warranty and labor reimbursement policy
- D. AutoZone's technician clinic classes and seminars
- E. AutoZone's monthly and quarterly product specials and deals
- F. ALLDATA shop repair information and technology

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

AutoZone has over 6000 company owned stores servicing all 50 States, Alaska, Hawaii and Puerto Rico

Provide participating agencies with a hot-shot delivery program allowing locations the ability to acquire Goods from AutoZone via ordering by phone and/or on-line at www.autozonepro.com. The Hot Shot program is intended to provide locations with Goods needed to perform repair work at the location that has placed the order; however, the Hot Shot Program is not intended to be a supply chain inventory replenishment program. Provide hot-shot delivery service based upon the schedule below for normal store stocked items:

Distance from servicing AutoZone commercial store	Delivery Time from Order Acceptance
0-3 miles	30 minutes or less
3-5 miles	45 minutes or less
5-15 miles	90 minutes or less
15+ miles	Scheduled delivery as agreed to by the parties

- A. AutoZone will utilize our fleet of vehicles to deliver parts to specific location within the agency.
- B. AutoZone will utilize all sister stores and hub locations to maximize product availability and prompt delivery.



C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

A. All participating agencies will be placed on our OMNIA partners national account program parent hierarchy, and they will have access to www.autozonepro.com, a very user-friendly and intuitive site. The site allows for parts lookup via VIN, part #, part description, and category description. Customers can view order history, account balances, paid invoices, and can also print/email a duplicate invoice. Agencies will receive our OMNIA Partners national pricing when ordering online, on phone or in person, they can validate and verify pricing through this portal or by communicating with our local sales force.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

A. AutoZone will only utilize other companies for delivery and shipping in cases such as drop ship of large equipment / bulk purchases and some engine and transmission sales. Companies will vary based on product category.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

A. AutoZone will include a flash drive labeled "AZ STORE_DC" in the RFP response with all AutoZone Store and Distribution center locations.



3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

AutoZone will conduct the following

- A. AutoZone has 7 Divisions. The first communication would take place via Microsoft TEAMS conference calls to each of the Division's personnel.
- B. An announcement will be published on an AutoZone store communication informing all AutoZone employees of the award and the program for participating agencies.
- C. An announcement and program deal will be posted on the AutoZone intranet for all employees to access.
- D. AutoZone's Regional Business Development Managers would be trained and serve as OMNIA Partners trainers for each of their Regions.
- E. An internal launch plan will be created and executed with the AutoZone sales force.
- F. A co-branded press release within the first 30 days.
- G. Announcement of award through any applicable social media sites.
- H. Advertisement of contract in our company Tune-In publication.
- I. Ongoing OMNIA Partners Training for all 60 AutoZone regions on new contract award and cooperative benefits.
- J. OMNIA Partners connect portal training with our National Account Business Development team "RBDMs" (Regional Business Development Managers)
- K. Conduct a quarterly dedicated companywide Public Sector/OMNIA partners focus activity (One quarter in 2022).
- L. Dedicated OMNIA internet web-based homepage with:
 - a. OMNIA / AutoZone Logos
 - b. Link to OMNIA website
 - c. Summary of contract and services offered
 - d. Due Diligence Documents including, copy of solicitation, copy of contract and any amendments, marketing materials

ALLDATA will conduct the following

- A. ALLDATA has 11 Regions. The first communication will take place via Microsoft TEAMS conference call to all regions to discuss the contract award and cooperative benefits.
- B. A co-branded press release within the first 30 days or inclusion with AutoZone's press release.



- C. Dedicated campaign communication to ALLDATA's 105 Business Solutions Managers "BSMs" twice yearly.
- D. Information page on ALLDATA's internal portal with details of the program for visibility and reference.
- E. Collaborative training with AutoZone when possible.
- F. OMNIA Connect portal training with Regional Sales Managers.
- G. Participate in OMNIA Partners focus activities with AutoZone.
- H. Dedicated OMNIA Partners internet web-based link with:
 - a) OMNIA Partners/ALLDATA logos
 - b) Link to OMNIA Partners website
 - c) Summary of ALLDATA portion of the contract

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners



AUTOZONE

- A. The contract will be marketed through AutoZone's sales force, RCSMs "Regional Commercial Sales Managers", TSMs "Territory Sales Manager" through in person sales calls and our commercial store staff through outbound sales call campaign. We will also utilize AutoZone's Commercial Sales Call Center (outbound calls). All active existing OMNIA member customers in our portfolio will be segmented and visited by our outside sales force for immediate follow-up.
- B. We will identify and provide additional leads to our sales force from the OMNIA connect portal on high active cooperative using agencies that fit our business model, we will target the top 20 for each AutoZone region.
- C. Target lists would be distributed to Territory Sales Managers with a call-to-action for immediate follow-up.
- D. Direct mail campaigns to current AutoZone serviced agencies.
- E. Co-branded collateral pieces to be shared with our internal sales force.
- F. Actively participate in various public sector trade shows.
- G. New marketing collateral developed, and AutoZone's website enhanced to include all pertinent information, regarding the OMNIA Partners contract.
- H. Dedicated OMNIA Partners proposition flyer to be shared with all agencies.

ALLDATA

- A. The contract will be marketed through ALLDATA's sales force, Regional Sales Managers and Business Solutions Managers (Field and Inside Team) through outbound sales calls and live appoints/visits. We will also utilize AutoZone's Commercial Sales Call Center (outbound calls).
- B. We will identify and provide additional leads to our inside and outside Sales Team, from the OMNIA Connect portal on high active cooperative using agencies that fit our business model, specifically with those leads showing AutoZone spend last YTD or current YTD.
- C. Target list will be sent to Regional Sales Managers to filter and distribute to their respective Business Solutions Managers.
- D. Co-branded collateral pieces to be shared with our internal sales force.
- E. Actively participate with AutoZone in public sector trade shows when possible.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

- A. AutoZone's and ALLDATA sales force will conduct strategic sales calls to all agencies.
- B. Communicate the benefits of cooperative purchasing.
- C. OMNIA contract would be marketed as a vehicle to forgo the expensive and time-consuming bid process (e.g. a piggy-backable contract).
- D. AutoZone and ALLDATA do not participate in any other cooperative contracts.



D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

A. AutoZone and ALLDATA agree to provide OMNIA partners its logo(s) to utilize in marketing communications and promotions.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

A. AutoZone agrees to proactively communicate sales deals and dedicated services to public sector agencies nationwide through local store staff, Regional Business Development Managers and Territory Sales Managers.

B. ALLDATA agrees to proactively communicate sales deals to public sector agencies nationwide through Regional Sales Managers and Business Solutions Managers.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

A. AutoZone agrees to conduct OMNIA Partners specific training with all Regional Business Development Managers and all 60 AutoZone regions to include regional sales teams (RMs/RCSMs/DMs/TSMs). Communicate knowledge and benefits of cooperative usage and provide OMNIA Connect portal training/credentials.

B. ALLDATA agrees to conduct OMNIA Partners specific training with all Regional Sales Manager and Business Solutions Managers Communicate knowledge and benefits of cooperative usage and provide OMNIA Connect portal training/credentials.



G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support
- ii. Marketing
- iii. Sales
- iv. Sales Support
- v. Financial Reporting
- vi. Accounts Payable
- vii. Contracts

A. AutoZone will assign a single point of contact for the OMNIA partners cooperative contract for all the above functional groups. Shant Aslan, shant.aslan@autozone.com (310) 901-1751.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

- Shant Aslan – Business Development Manager Public Sector (single point contact)

National Account sales team has multiple layers to ensure response and coverage for customers of every size and demographic.



I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

A. AutoZone's sales force will have updated OMNIA Regional Manager (RM) listing to utilize for lead sharing and joint call activity when applicable. We will utilize OMNIA Connect portal to identify new opportunities and engage the OMNIA RMs when necessary. Share sales material and program updates on regular bases with OMNIA RMs.

B. ALLDATA sales force will have updated OMNIA Partners RM listing to utilize lead sharing and joint calls/visits with Business Solutions Managers when applicable. We will utilize OMNIA Partners portal to identify new opportunities and engage the OMNIA RMs when necessary. Share sales material and program updates with RMs as needed.



I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

- A. Assigned single point of contact to make certain all initiatives are executed and to assist in navigating the AutoZone sales force and functional teams.
- B. Ongoing AutoZone's sales force engagement and collaboration with OMNIA RMs to communicate cooperative benefits to agencies.
- C. AutoZone has established fast and easy process for new account set up, that requires no credit application to be filled out.
- D. Distribute marketing material on regular bases to all agencies, to include new product updates (Line card) and monthly/quarterly deals and specials.
- E. Highlight OMNIA Connect portal utilization, identify key participating agencies as leads for the sales force.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

- A. AutoZone's total Public Sector agency sales for FY2021 were \$24MM, below are the top 10 agencies from FY2021

Agency Name	Sales	Contact Name
CITY OF OXNARD PO7610 FLEET SERVICES DIV	\$523,824.83	Cynthia Baughman
SOUTHWEST CAREER COLLEGE	\$206,453.46	CHRIS ARRIOLA
CITY OF AUSTIN SERVICE CENTER #1	\$162,668.45	VIRGINIA WHITAKER
WALLACE STATE COMMUNITY COLLEGE	\$148,567.61	MARK BOLIN
CITY OF JACKSON N AZ	\$137,491.34	DIANNA DAVIS
COUNTY OF HIDALGO SHERIFFS OFF	\$109,634.46	MONICA HINOJOSA
POMONA UNIFIED SCHOOL DISTRICT	\$100,346.76	NATHANIEL HOLT
CITY OF AUSTIN SERVICE CENTER #5	\$ 89,420.92	TONY FIRKINS
CITY OF BARTLETT	\$ 83,087.10	ANGELA MILLER
CITY OF SIOUX CITY	\$ 82,926.28	DARREL BULLOCK



K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

- F. Electronic ordering through autozonepro.com account setup (AZPRO).
- G. Electronic ordering through 3rd party punch out platforms.
- H. Call to Store.
- I. In Person ordering and pick up – ID requirements.
- J. Invoicing options:
 - a. PO requirements available
 - b. Invoices hand delivered to shop with items.
 - c. Daily/Monthly Invoice file email available.
 - d. Invoice reprints/Statements available through AZPRO.
 - e. Emailed statements

Payment Terms & acceptable payment methods:

- D. AZPRO Bill Pay – Credit Card/Electronic Check
- E. ACH/Single Use Credit Card
- F. Checks

L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____.00 in year one

\$ _____.00 in year two

\$ _____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.



Detail Supplier's strategies under these options when responding to a solicitation.

- A. AutoZone's intention will be to respond with the OMNIA partners cooperative contract agreement and pricing which is a very competitive proposal.
- B. If competitive conditions require pricing lower than the standard agreement pricing, AutoZone may respond with a lower price and report sales as contract sales to OMNIA partners under the master agreement.

LIVE REPORT

AUTOZONE, INC.
Tradestyles: AUTOZONE

ACTIVE

HEADQUARTERS

D-U-N-S Number: 15-723-3511

Phone: +1 901-495-6500

Address: 123 S Front St, Memphis, TN, 38103, United States Of America

Web: www.autozone.com

Endorsement: carolyn.ward@autozone.com

Exclude from: ☐

Portfolio Insight:

Summary

KEY DATA ELEMENTS (Formerly: SCORE BAR)			
KDE Name		Current Status	Details
PAYDEX®	↓	76	6 days beyond terms
Highest Credit		50,000,000.00	Highest credit granted in the past 24 months.
Credit Limit - D&B Conservative		1,000,000.00	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive		1,000,000.00	Based on profiles of other similar companies.
Delinquency Score Raw	↑	571	Low to Moderate Risk of severe payment delinquency.
Delinquency Score	↑	88	Low to Moderate Risk of severe payment delinquency.
Failure Score	↓	10	Moderate to High Risk of severe financial stress.
D&B Viability Rating		<div><div>2</div><div>6</div><div>A</div><div>A</div></div>	View More Details
Bankruptcy Found		N	
D&B Rating		--	Unavailable

D&B RATING ⓘ

Special Rating

-- : Undetermined

Current Rating as of 03/24/2009

D&B MAX CREDIT RECOMMENDATION ⓘ

MAXIMUM CREDIT RECOMMENDATION

US\$ 6,000,000

The recommended limit is based on a low probability of severe delinquency.

VIABILITY RATING SUMMARY ⓘ

Viability Score

High Risk (9)

Low Risk (1)

2

Data Depth Indicator

Descriptive (G)

Predictive (A)

A

Portfolio Comparison

High Risk (9)

Low Risk (1)

6

Financial Data

Available

Trade Payments

Available: 3+Trade

Company Size

Large

Years in Business

Established

COMPANY PROFILE ⓘ

D-U-N-S
15-723-3511

Legal Form
Corporation (US)

History Record
Clear

Date Incorporated
11/25/1991

State of Incorporation
NEVADA

Ownership
Public: AZO(NYS)

Mailing Address
PO Box 2198
Memphis, TN, 38101, UNITED STATES

Telephone
+1 901-495-6500

Website
www.autozone.com

Present Control Succeeded
1979

Annual Sales
12,631,967,000

Employees
100,000 (1,608 here)

Age (Year Started)
42 Years (1979)

Named Principal
William C Rhodes III, CHB-PRES

Line of Business
Ret auto/home supplies

SIC
55310103

NAICS
441310

PAYDEX® TREND CHART ⓘ

△ This Company

□ Industry Benchmark

STOCK PERFORMANCE

Symbol

AZO

Last Price

1640.09

Change

23.35

▲

% Change

1.45%

History

Daily High

Daily Low

52-Week High

52-Week Low

1640.09

1638.54

1689.64

1083.69

Performance

Market Cap

P/E

BPS

Dividend

35,335,224,584

18.0925

90.66

90.66

FRAUD RISK SCORE INFORMATION

No Fraud Risk Score is Available

WEB & SOCIAL

POWERED BY FIRSTRAIN

Raymond James Trust N.A. Buys 76 Shares of AutoZone, Inc. (NYSE:AZO)

MIR Modern Readers 06-Aug-2021

Tectonic Advisors LLC Grows Stock Holdings in AutoZone, Inc. (NYSE:AZO)

WKRB Financial News 04-Aug-2021

IFM Investors Pty Ltd Has \$4.41 Million Stock Holdings in AutoZone, Inc. (NYSE:AZO)

MIR Modern Readers 04-Aug-2021

AutoZone, Inc. (NYSE:AZO) Shares Sold by State of Alaska Department of Revenue

WKRB Financial News 01-Aug-2021

Hohimer Wealth Management LLC Purchases 51 Shares of AutoZone, Inc. (NYSE:AZO)

Dispatch Tribunal 31-Jul-2021

AutoZone: Do-It-Yourself Profits

Talk Markets 31-Jul-2021

KB Financial Partners LLC Takes \$69,000 Position in AutoZone, Inc. (NYSE:AZO)

MIR Modern Readers 31-Jul-2021

AutoZone, Inc. (NYSE:AZO) Shares Bought by HM Payson & Co.

Dispatch Tribunal 29-Jul-2021

Schroder Investment Management Group Buys 30,754 Shares of AutoZone, Inc. (NYSE:AZO)

Dispatch Tribunal 29-Jul-2021

AutoZone (NYSE:AZO) Rating Lowered to Outperform at Raymond James

WKRB Financial News 29-Jul-2021

Load More

LEGAL EVENTS

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	18	08/21/2020
Liens	0	-
Suits	102	06/28/2021
UCC	94	07/27/2021

OWNERSHIP

Subsidiaries

20

Branches

5,993

Total Members

6,164

This company is a Global Ultimate, Domestic Ultimate, Headquarters, Parent.

	Global Ultimate	Domestic Ultimate
Name	AUTOZONE, INC.	AUTOZONE, INC.
Country	UNITED STATES	UNITED STATES
D-U-N-S	15-723-3511	15-723-3511
Others	-	-

The scores and ratings included in this report are designed as a tool to assist the user in making their own credit related decisions, and should be used as part of a balanced and complete assessment relying on the knowledge and expertise of the reader, and where appropriate on other information sources. The score and rating models are developed using statistical analysis in order to generate a prediction of future events. Dun & Bradstreet monitors the performance of thousands of businesses in order to identify characteristics common to specific business events. These characteristics are weighted by significance to form rules within its models that identify other businesses with similar characteristics in order to provide a score or rating.

Dun & Bradstreet's scores and ratings are not a statement of what will happen, but an indication of what is more likely to happen based on previous experience. Though Dun & Bradstreet uses extensive procedures to maintain the quality of its information, Dun & Bradstreet cannot guarantee that it is accurate, complete or timely, and this may affect the included scores and ratings. Your use of this report is subject to applicable law, and to the terms of your agreement with Dun & Bradstreet.

Risk Assessment

D&B RISK ASSESSMENT

OVERALL BUSINESS RISK

HIGH

MODERATE-HIGH

MODERATE

LOW-MODERATE

LOW

MAXIMUM CREDIT RECOMMENDATION

US\$ 6,000,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION DUE TO LARGE BUSINESS SIZE
- Based on the predicted risk of business discontinuation: EXHIBITING SOME FINANCIAL STRESS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

D&B VIABILITY RATING SUMMARY

The D&B Viability Rating uses D&B's proprietary analytics to compare the most predictive business risk indicators and deliver a highly reliable assessment of the probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months. The D&B Viability Rating is made up of 4 components:

2

Viability Score

Compared to All US Businesses within the D&B Database:

Level of Risk:Low Risk

Businesses ranked 2 have a probability of becoming no longer viable: 2 %

Percentage of businesses ranked 2: 4 %

Across all US businesses, the average probability of becoming no longer viable:14 %

Portfolio Comparison

Compared to All US Businesses within the same MODEL SEGMENT:

Model Segment:Available Financial Data

Level of Risk:Moderate Risk

Businesses ranked 6 within this model segment have a probability of becoming no longer viable: 0.7 %

Percentage of businesses ranked 6 with this model segment: 8 %

Within this model segment, the average probability of becoming no longer viable:0.6 %

Data Depth Indicator

Data Depth Indicator:

Rich Firmographics

Extensive Commercial Trading Activity

Comprehensive Financial Attributes

Greater data depth can increase the precision of the D&B Viability Rating assessment.

To help improve the current data depth of this company, you can ask D&B to make a personalized request to this company on your behalf to obtain its latest financial information. To make the request, click the link below. Note, the company must be saved to a folder before the request can be made.

Request Financial Statements

Reference the FINANCIALS tab for this company to monitor the status of your request.

Company Profile:

Company Profile Details:

Financial Data: True

Trade Payments: Available: 3+Trade

Company Size: Large: Employees:50+ or Sales: \$500K+

Years in Business: Established: 5+

A

Financial Data

True

Trade Payments

Available: 3+Trade

Company Size

Large

Years in Business

Established

FAILURE SCORE FORMERLY FINANCIAL STRESS SCORE

10

High Risk (1)

Low Risk (100)

Financial condition is rated unbalanced

Low proportion of satisfactory payment experiences to total payment experiences

High proportion of slow payment experiences to total number of payment experiences

Negative change in net worth

UCC Filings reported

Evidence of open suits

Level of Risk

Moderate-High

Raw Score

1398

Probability of Failure

0.92 %

Average Probability of Failure for Businesses in D&B Database

0.48

Class

4

Business and Industry Trends

FAILURE SCORE

Industry Median Quintile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms

National %

This Business

10

Region:(EAST SOUTH CENTRAL)

43

Industry:GENERAL RETAIL

49

Employee range:(500+)

61

Years in Business:(26+)

77

DELINQUENCY SCORE FORMERLY COMMERCIAL CREDIT SCORE

88

High Risk (1)

Low Risk (100)

Higher risk industry based on delinquency rates for this industry

Evidence of open suits and judgments

Proportion of slow payments in recent months

Level of Risk

Low-Moderate

Raw Score

571

Probability of Delinquency

1.76 %

Compared to Businesses in D&B Database

10.2 %

Class

2

Business and Industry Trends

DELINQUENCY SCORE

Industry Median Quintile

BUSINESS AND INDUSTRY COMPARISON

Selected Segments of Business Attributes

Norms

National %

This Business

88

Region:(EAST SOUTH CENTRAL)

47

Industry:GENERAL RETAIL

49

Employee range:

-

Years in Business:(26+)

85

D&B PAYDEX

76

High Risk (1)

Low Risk (100)

When weighted by amount, Payments to suppliers average 6 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

D&B 3 MONTH PAYDEX

76

High Risk (1)

Low Risk (100)

Based on payments collected 3 months ago.

When weighted by amount, Payments to suppliers average 6 days beyond terms

High risk of late payment (Average 30 to 120 days beyond terms)

Medium risk of late payment (Average 30 days or less beyond terms)

Low risk of late payment (Average prompt to 30+ days sooner)

Industry Median 78

Business and Industry Trends

PAYDEX

Industry Lower Quintile

Industry Median Quintile

Industry Upper Quintile

5531 - Ret auto/home supplies

D&B RATING

Current Rating as of 03/24/2009

History since 01/01/1991

Special Rating

-- : Undetermined

Previous Rating

Financial Strength

5A: US\$ 50,000,000 and over in Net Worth or Equity

Risk Indicator

4: Higher than Average Risk

Date Applied

D&B Rating

02/08/2005

5A4

11/30/2004

--

09/22/2003

5A4

11/09/1991

5A2

01/01/1991

5A3

Trade Payments

3

TRADE PAYMENTS SUMMARY (Based on 24 months of data)		
Overall Payment Behaviour	% of Trade Within Terms	Highest Past Due
6 Days Beyond Terms	81%	US\$ 2,000,000
Highest Now Owing: US\$ 50,000,000	Total Trade Experiences: 864 Largest High Credit: US\$ 50,000,000 Average High Credit: US\$ 588,237	Total Unfavorable Comments : 3 Largest High Credit: US\$ 2,500 Total Placed in Collections: 6 Largest High Credit: US\$ 0

D&B PAYDEX	
	76
High Risk (1) Low Risk (100)	
When weighted by amount, Payments to suppliers average 6 days beyond terms	
<div> <div></div> High risk of late payment (Average 30 to 120 days beyond terms) <div></div> Medium risk of late payment (Average 30 days or less beyond terms) <div></div> Low risk of late payment (Average prompt to 30+ days sooner) </div>	
Industry Median 78	

BUSINESS AND INDUSTRY TRENDS													Based on 24 months of data
5531 - Ret auto/home supplies													
PAYDEX	Industry Lower Quartile	Industry Median Quartile	Industry Upper Quartile										
	9/19	10/19	11/19	12/19	1/20	2/20	3/20	4/20	5/20	6/20	7/20	8/20	
This Business	77	78	77	77	78	78	77	77	77	77	77	77	
Industry Quartile													
Upper	80	-	-	80	-	-	80	-	-	80	-	-	
Median	79	-	-	78	-	-	78	-	-	78	-	-	
Lower	74	-	-	73	-	-	74	-	-	73	-	-	
	9/20	10/20	11/20	12/20	1/21	2/21	3/21	4/21	5/21	6/21	7/21	Current 2021	
This Business	77	78	77	77	77	77	71	77	77	77	77	76	
Industry Quartile													
Upper	80	-	-	80	-	-	80	-	-	80	-	-	
Median	77	-	-	77	-	-	78	-	-	78	-	-	
Lower	71	-	-	71	-	-	70	-	-	72	-	-	

TRADE PAYMENTS BY CREDIT EXTENDED (Based on 12 months of data)			
Range of Credit Extended (US\$)	Number of Payment Experiences	Total Value	% Within Terms
100,000 & over	65	US\$ 352,100,000	78
50,000 - 99,999	32	US\$ 2,215,000	81
15,000 - 49,999	176	US\$ 4,060,000	89
5,000 - 14,999	111	US\$ 810,000	87
1,000 - 4,999	99	US\$ 190,500	82
Less than 1,000	128	US\$ 37,850	75

TRADE PAYMENTS BY INDUSTRY (BASED ON 24 MONTHS OF DATA)							
Collapse All Expand All							
Industry Category<	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)	1 - 30 Days Late (%)	31 - 60 Days Late (%)	61 - 90 Days Late (%)	91 + Days Late (%)
•17 - Construction - Special Trade Contractors	2	600,000	200	0	0	0	0
1721 - Paint/paper-hanging	1	600,000	100	0	0	0	0
1711 - Mechanical contractor	1	7,500	100	0	0	0	0
•22 - Textile Mill Products	1	200,000	50	50	0	0	0
2297 - Mfg nonwoven fabrics	1	200,000	50	50	0	0	0
•25 - Furniture and Fixtures	1	3,000,000	100	0	0	0	0
2542 - Mfg nonwd fixtures	1	3,000,000	100	0	0	0	0
•26 - Paper and Allied Products	5	400,000	353	47	0	0	0
2677 - Mfg envelopes	2	7,500	53	47	0	0	0
2679 - Mfg converted paper	1	400,000	100	0	0	0	0
2631 - Paperboard mill	1	70,000	100	0	0	0	0
2621 - Paper mill	1	45,000	100	0	0	0	0
•27 - Printing, Publishing and Allied Industries	5	95,000	200	100	0	50	50

2741 - Misc publishing	2	100	50	0	0	50	0
2759 - Misc coml printing	1	95,000	50	50	0	0	0
2711 - Newspaper-print/publ	1	15,000	0	50	0	0	50
2752 - Lithographic printing	1	10,000	100	0	0	0	0
•28 - Chemicals and Allied Products	3	3,000,000	250	50	0	0	0
2812 - Mfg alkalies/chlorine	1	3,000,000	50	50	0	0	0
2891 - Mfg adhesives/sealant	1	1,000,000	100	0	0	0	0
2813 - Mfg industrial gases	1	750	100	0	0	0	0
•29 - Petroleum Refining and Related Industries	6	7,000,000	95	5	0	0	0
2992 - Mfg lubricating oils	6	7,000,000	95	5	0	0	0
•30 - Rubber and Miscellaneous Plastics Products	7	3,000,000	148	100	45	0	7
3011 - Mfg tires/inner tubes	5	65,000	48	0	45	0	7
3069 - Mfg fabricated rubber	1	3,000,000	50	50	0	0	0
3089 - Mfg misc plastic prdt	1	5,000	50	50	0	0	0
•34 - Fabricated Metal Products except Machinery and Transportation Equipment	6	1,000,000	317	33	0	0	50
3491 - Mfg industrial valves	3	2,500	67	33	0	0	0
3423 - Mfg hand/edge tools	1	1,000,000	100	0	0	0	0
3442 - Mfg metal doors/trim	1	60,000	100	0	0	0	0
3499 - Mfg misc metal prdts	1	55,000	50	0	0	0	50
•35 - Industrial and Commercial Machinery and Computer Equipment	10	2,000,000	250	156	43	0	51
3572 - Mfg computer storage	3	2,000,000	1	99	0	0	0
3585 - Mfg refrig/heat equip	3	250,000	99	0	0	0	1
3571 - Mfg computers	2	2,000,000	50	7	43	0	0
3534 - Mfg elevator/escaltrs	1	20,000	50	0	0	0	50
3531 - Mfg construction mach	1	5,000	50	50	0	0	0
•36 - Electronic and other electrical equipment and components except computer equipment	6	50,000,000	435	65	0	0	0
3625 - Mfg relays/controls	2	95,000	85	15	0	0	0
3694 - Mfg elect engine eqpt	1	50,000,000	100	0	0	0	0
3648 - Mfg misc light equip	1	10,000,000	100	0	0	0	0
3692 - Mfg primary batteries	1	200,000	50	50	0	0	0
3699 - Mfg misc elect. equip	1	7,500	100	0	0	0	0
•37 - Transportation Equipment	7	15,000,000	100	0	0	0	100
3714 - Mfg car parts	6	15,000,000	100	0	0	0	0
3724 - Mfg plane engine/part	1	100	0	0	0	0	100
•38 - Measuring, Analyzing and Controlling Instruments; Photographic Medical and Optical Goods; Watches and Clocks	2	500,000	75	0	0	0	25
3841 - Mfg medical instrmnt	2	500,000	75	0	0	0	25
•42 - Motor Freight Transportation and Warehousing	17	1,000,000	73	26	101	0	0
4213 - Trucking non-local	16	1,000,000	73	26	1	0	0
4212 - Lcl truck-w/o storage	1	7,500	0	0	100	0	0
•45 - Transportation by Air	1	90,000	100	0	0	0	0
4513 - Air courier service	1	90,000	100	0	0	0	0
•47 - Transportation	5	7,500	0	86	0	0	14

Services							
4731 • Arrange cargo transpt	5	7,500	0	86	0	0	14
•48 – Communications	21	10,000,000	250	17	0	0	33
4813 • Telephone communictns	15	10,000,000	100	0	0	0	0
4812 • Radiotelephone commun	4	35,000	100	0	0	0	0
4899 • Misc communictns svcs	2	5,000	50	17	0	0	33
•49 – Electric, Gas and Sanitary Services	37	15,000	151	4	8	0	37
4911 - Electric services	25	10,000	80	4	8	0	8
4924 - Natural gas distrib	12	15,000	71	0	0	0	29
•50 – Wholesale Trade – Durable Goods	47	10,000,000	1175	180	56	37	52
5084 - Whol industrial equip	7	65,000	11	88	0	1	0
5013 - Whol auto parts	6	10,000,000	98	2	0	0	0
5085 - Whol industrial suppl	5	100,000	100	0	0	0	0
5075 - Whol heating/ac equip	4	750,000	50	1	46	3	0
5031 - Whol lumber/millwork	4	7,500	61	39	0	0	0
5063 - Whol electrical equip	4	2,500	100	0	0	0	0
5014 - Whol tires/tubes	4	750	63	0	2	33	2
5065 • Whol electronic parts	3	700,000	100	0	0	0	0
5021 - Whol furniture	3	2,500	100	0	0	0	0
5045 • Whol computers/swtwr	2	4,000,000	92	0	8	0	0
5044 - Whol office equipment	1	25,000	100	0	0	0	0
5033 • Whol roof/side/insul	1	5,000	100	0	0	0	0
5072 - Whol hardware	1	5,000	100	0	0	0	0
5012 - Whol motor vehicles	1	1,000	0	50	0	0	50
5083 - Whol farm/garden mach	1	50	100	0	0	0	0
•51 – Wholesale Trade – Nondurable Goods	33	500,000	541	61	2	139	57
5141 - Whol general grocery	8	30,000	95	4	1	0	0
5169 - Whol chemicals	6	5,000	44	33	1	11	11
5199 - Whol nondurable goods	5	500,000	100	0	0	0	0
5113 - Whol service paper	5	10,000	76	24	0	0	0
5112 - Whol office supplies	4	1,000	54	0	0	0	46
5149 - Whol groceries	2	45,000	14	0	0	86	0
5172 - Whol petroleum prdts	2	2,500	58	0	0	42	0
5171 - Petroleum terminal	1	500	100	0	0	0	0
•54 – Food Stores	2	500,000	100	0	0	0	0
5411 • Ret groceries	2	500,000	100	0	0	0	0
•55 – Automotive Dealers and Gasoline Service Stations	9	65,000	96	33	33	0	38
5531 - Ret auto supplies	7	65,000	62	0	0	0	38
5541 - Gas service station	2	1,000	34	33	33	0	0
•57 – Home Furniture Furnishings and Equipment Stores	2	2,500	100	0	0	0	0
5712 - Ret furniture	2	2,500	100	0	0	0	0
•59 – Miscellaneous Retail	8	2,500	143	29	19	0	9
5943 - Ret stationery	5	2,500	75	6	19	0	0
5999 • Ret misc merchandise	3	250	68	23	0	0	9
•60 – Depository Institutions	12	100,000	175	23	2	0	0
6021 • Natnl commercial bank	8	45,000	77	23	0	0	0
6022 - State commercial bank	4	100,000	98	0	2	0	0
•61 – Nondepository Credit Institutions	23	50,000,000	148	50	2	0	0

6153 - Short-frm busn credit	15	50,000,000	50	50	0	0	0
6159 - Misc business credit	8	1,000,000	98	0	2	0	0
•73 - Business Services	34	500,000	503	106	42	48	1
7361 - Employment agency	10	70,000	81	9	9	0	1
7389 - Misc business service	7	500,000	100	0	0	0	0
7374 - Data processing svcs	6	100,000	26	46	28	0	0
7363 - Help supply service	4	100,000	94	1	5	0	0
7372 - Prepackaged software	3	300,000	50	50	0	0	0
7359 - Misc equipment rental	3	15,000	52	0	0	48	0
7311 - Advertising agency	1	100	100	0	0	0	0
•75 - Automotive Repair, Services and Parking	10	50,000,000	300	55	145	0	0
7538 - General auto repair	3	50,000,000	100	0	0	0	0
7513 - Truck rental/leasing	3	65,000	53	0	47	0	0
7514 - Passenger car rental	2	15,000	47	5	48	0	0
7539 - Misc auto repair	1	10,000	0	50	50	0	0
7536 - Auto glass shop	1	5,000	100	0	0	0	0
•87 - Engineering Accounting Research Management and Related Services	6	60,000	141	50	9	0	0
8721 - Accounting services	5	60,000	91	0	9	0	0
8734 - Testing laboratory	1	55,000	50	50	0	0	0
•91 - Executive Legislative and General Government except Finance	53	95,000	400	0	0	0	0
9111 - Executive office	48	95,000	100	0	0	0	0
9131 - Exec/Legislative offc	3	10,000	100	0	0	0	0
9199 - Misc general gov't	1	10,000	100	0	0	0	0
9121 - Legislative body	1	2,500	100	0	0	0	0
•93 - Public Finance Taxation and Monetary Policy	204	100,000	96	4	0	0	0
9311 - Public finance	204	100,000	96	4	0	0	0
•94 - Administration of Human Resource Programs	3	20,000	100	0	0	0	0
9431 - Admin public health	3	20,000	100	0	0	0	0
•96 - Administration of Economic Programs	5	500	57	43	0	0	0
9611 - Admin economic prgm	5	500	57	43	0	0	0
•99 - Nonclassifiable Establishments	25	10,000,000	34	19	0	47	0
9999 - Nonclassified	25	10,000,000	34	19	0	47	0

TRADE LINES						
<u>Date of Experience</u>	<u>Payment Status</u>	<u>Selling Terms</u>	<u>High Credit (US\$)</u>	<u>Now Owes (US\$)</u>	<u>Past Due (US\$)</u>	<u>Months Since Last Sale</u>
07/21	Pays Promptly	-	3,000,000	1,000,000	250,000	1
07/21	Pays Prompt to Slow 30+	-	8,000,000	3,000,000	250,000	1
06/21	Pays Promptly	-	50,000,000	50,000,000	0	1
06/21	Pays Promptly	-	700,000	300,000	45,000	1
06/21	Pays Promptly	N30	100,000	100,000	50,000	1
06/21	Pays Promptly	-	60,000	20,000	2,500	1
06/21	Pays Promptly	-	60,000	30,000	0	1
06/21	Pays Promptly	-	45,000	0	0	1
06/21	Pays Promptly	-	35,000	0	0	1
06/21	Pays Promptly	-	35,000	0	0	1
06/21	Pays Promptly	-	35,000	250	0	1
06/21	Pays Promptly	-	30,000	0	0	1
06/21	Pays Promptly	-	25,000	25,000	0	1
06/21	Pays Promptly	-	20,000	15,000	0	1
06/21	Pays Promptly	-	15,000	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	10,000	10,000	0	1
06/21	Pays Promptly	-	10,000	5,000	0	1
06/21	Pays Promptly	-	7,500	0	0	1
06/21	Pays Promptly	-	7,500	0	0	1
06/21	Pays Promptly	-	7,500	5,000	0	1
06/21	Pays Promptly	-	7,500	0	0	1
06/21	Pays Promptly	-	5,000	2,500	0	1
06/21	Pays Promptly	N30	5,000	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	2,500	2,500	0	-
06/21	Pays Promptly	-	2,500	500	0	1
06/21	Pays Promptly	-	2,500	2,500	0	1
06/21	Pays Promptly	-	2,500	1,000	0	1
06/21	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months

06/21	Pays Promptly	N30	2,500	0	0	Between 6 and 12 Months
06/21	Pays Promptly	N30	2,500	2,500	0	1
06/21	Pays Promptly	-	2,500	2,500	0	1
06/21	Pays Promptly	-	1,000	1,000	0	-
06/21	Pays Promptly	-	1,000	0	0	Between 6 and 12 Months
06/21	Pays Promptly	-	1,000	1,000	0	-
06/21	Pays Promptly	-	1,000	500	0	1
06/21	Pays Promptly	-	1,000	1,000	0	-
06/21	Pays Promptly	-	750	750	0	1
06/21	Pays Promptly	-	750	0	0	Between 6 and 12 Months
06/21	Pays Promptly	-	750	0	0	Between 6 and 12 Months
06/21	Pays Promptly	-	750	500	0	1
06/21	Pays Promptly	-	500	0	0	Between 4 and 5 Months
06/21	Pays Promptly	-	500	0	0	Between 4 and 5 Months
06/21	Pays Promptly	-	250	100	0	1
06/21	Pays Promptly	-	250	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	100	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	100	100	0	1
06/21	Pays Promptly	-	50	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	50	50	0	1
06/21	Pays Promptly	-	50	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	50	50	0	1
06/21	Pays Promptly	-	50	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	50	0	0	1
06/21	Pays Promptly	-	50	0	0	Between 2 and 3 Months
06/21	Pays Promptly	-	50	50	0	1
06/21	Pays Promptly	-	50	0	0	Between 6 and 12 Months
06/21	Pays Promptly	-	50	0	0	Between 6 and 12 Months
06/21	Pays Prompt to Slow 15+	-	7,500	750	0	1
06/21	Pays Prompt to Slow 15+	-	2,500	0	0	Between 6 and 12 Months
06/21	Pays Prompt to Slow 30+	-	100,000	75,000	75,000	1
06/21	Pays Prompt to Slow 30+	-	30,000	0	0	1
06/21	Pays Prompt to Slow 60+	-	250	0	0	Between 6 and 12 Months
06/21	Pays Prompt to Slow 90+	-	50	50	50	1
06/21	Pays Prompt to Slow 240+	-	5,000	1,000	1,000	1
06/21	Pays Slow 15+	-	250	0	0	Between 6 and 12 Months
06/21	Pays Slow 30+	N30	100	100	100	1
06/21	Pays Slow 30+	-	50	0	0	Between 6 and 12 Months
06/21	Pays Slow 30-60+	-	45,000	45,000	45,000	-
06/21	Pays Slow 30-90+	-	50	50	50	1
06/21	Pays Slow 120+	-	2,500	2,500	2,500	-
06/21	Pays Slow 120+	-	250	250	250	-
06/21	-	Cash account	0	0	0	Between 4 and 5 Months
05/21	payment-status-discount	-	15,000	10,000	0	1
05/21	Pays Promptly	-	25,000	20,000	0	1
05/21	Pays Promptly	-	20,000	15,000	0	1
05/21	Pays Promptly	-	15,000	0	0	1
05/21	Pays Promptly	-	15,000	0	0	1
05/21	Pays Promptly	-	15,000	0	0	1
05/21	Pays Promptly	-	10,000	10,000	0	1

OTHER PAYMENT CATEGORIES			
Other Payment Categories	Experience		Total Amount
Cash experiences	228	US\$ 196,800	
Payment record unknown	9	US\$ 105,950	
Unfavorable comments	3	US\$ 4,250	
Placed for collections	6	US\$ 0	
Total in D&B's file	864	US\$ 359,620,350	

Corporate Linkage

Increase your understanding of the links and risks between your customers and suppliers with D&B's Interactive Global Family Tree		
DOMESTIC ULTIMATE		
Company	City , State	D-U-N-S® NUMBER
AUTOZONE, INC.	MEMPHIS , Tennessee	15-723-3511
SUBSIDIARIES (DOMESTIC)		
Company	City , State	D-U-N-S® NUMBER
ALLDATA LLC	ELK GROVE , California	15-082-1502
AUTOZONE PARTS, INC.	MEMPHIS , Tennessee	16-910-5132
AUTOZONE STORES LLC	SOCORRO , New Mexico	17-589-4992
AUTOZONE DEVELOPMENT CORPORATION	MEMPHIS , Tennessee	83-167-6346
AUTOZONE TEXAS, L.P.	MEMPHIS , Tennessee	61-644-8945
AUTOZONE.COM, INC.	MEMPHIS , Tennessee	08-135-3524
RIVERSIDE CAPTIVE INSURANCE COMPANY	PHOENIX , Arizona	78-680-1584
AUTOZONE PUERTO RICO, INC.	MEMPHIS , Tennessee	11-726-7099
AUTOZONE NORTHEAST LLC	MEMPHIS , Tennessee	11-726-7100
AUTOZONE WEST LLC	MEMPHIS , Tennessee	11-731-9291
SUBSIDIARIES (INTERNATIONAL)		
Company	City , Country or Region	D-U-N-S® NUMBER
Datazone, S. de R.L. de C.V.	MONTERREY , MEXICO	81-257-0963
Autozone de México, S. de R.L. de C.V.	MONTERREY , MEXICO	81-257-1016
AUTOZONE DE MEXICO SUCURSAL 7111	SAN PEDRO CHOLULA , MEXICO	81-284-5318
AUTOZONE DE MEXICO SUCURSAL 7314	TOLUCA DE LERDO , MEXICO	81-284-6287
AUTOZONE DE MEXICO SUCURSAL 7315	TOLUCA DE LERDO , MEXICO	81-284-6287

AUTOPARTES MEXICO	LEON , MEXICO	81-286-9567
Service Zone, S. de R.L. de C.V.	MONTERREY , MEXICO	81-286-9618
Data Zone de México, S. de R.L. de C.V.	CHIHUAHUA , MEXICO	81-286-9626
AUTOZONE DE MEXICO SUCURSAL 7378	TIALNEPANTLA DE BAZ , MEXICO	81-287-1658
AUTOZONE DE MEXICO SUCURSAL 7508	CHALCO , MEXICO	95-141-4814
AUTOZONE DE MEXICO SUCURSAL 7336	VERACRUZ , MEXICO	95-142-1768

BRANCHES (DOMESTIC)

Company	City , State	D-U-N-S® NUMBER
AUTOZONE, INC.	SANFORD , Maine	00-160-3179
AUTOZONE, INC.	BEAVER DAM , Wisconsin	00-204-9083
AUTOZONE, INC.	GAINESVILLE , Georgia	00-185-3766
AUTOZONE, INC.	SAINT MARYS , Pennsylvania	00-285-0332
AUTOZONE, INC.	STAMFORD , Connecticut	00-262-7177
AUTOZONE, INC.	HIALEAH , Florida	00-253-4001
AUTOZONE, INC.	ENFIELD , Connecticut	00-285-5430
AUTOZONE, INC.	NEW LONDON , Connecticut	00-285-5448
AUTOZONE, INC.	NORFOLK , Nebraska	00-269-1926
AUTOZONE, INC.	BURLINGTON , Iowa	00-352-5511
AUTOZONE, INC.	MAGNA , Utah	00-340-9641
AUTOZONE, INC.	RICHMOND , California	00-337-2591
AUTOZONE, INC.	CLINTON , Illinois	00-339-9891
AUTOZONE, INC.	JOHNSTOWN , Pennsylvania	00-431-9849
AUTOZONE, INC.	LAS VEGAS , Nevada	00-485-9828
AUTOZONE, INC.	NEW KENSINGTON , Pennsylvania	00-438-6384
AUTOZONE, INC.	MILFORD , Ohio	00-474-1443
AUTOZONE, INC.	ARKADELPHIA , Arkansas	00-530-1358
AUTOZONE, INC.	LEAVENWORTH , Kansas	00-535-7897
AUTOZONE, INC.	WILMINGTON , Delaware	00-670-1952
AUTOZONE, INC.	WILMINGTON , Delaware	00-670-1994
AUTOZONE, INC.	FARMINGTON HILLS , Michigan	00-696-4758
AUTOZONE, INC.	DETROIT , Michigan	00-749-9820
AUTOZONE, INC.	WINNFIELD , Louisiana	00-776-2342
AUTOZONE, INC.	TEMECULA , California	00-764-4768

This list is limited to the first 25 branches.

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Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Bankruptcies	Judgements	Liens	Suits	UCCs
No	18 Latest Filing: 08/21/2020	0 Latest Filing: -	102 Latest Filing: 06/28/2021	94 Latest Filing: 07/27/2021

EVENTS

Judgment - Court Judgement	
Filing Date	08/21/2020
Filing Number	82D051912SC008675
Status	Unsatisfied
Date Status Attained	08/21/2020
Received Date	08/28/2020

Award	US\$ 849
Debtors	AUTO ZONE, EVANSVILLE, IN
Creditors	MIDWEST ENDODONICS
Court	VANDERBURGH COUNTY SUPERIOR COURT, EVANSVILLE, IN
Judgement - Court Judgement	
Filing Date	12/17/2019
Filing Number	DC 016299 19
Status	Unsatisfied
Date Status Attained	12/17/2019
Received Date	12/23/2019
Award	US\$ 14,982
Debtors	AUTO ZONE, HACKENSACK, NJ
Creditors	FERRO GIUSEPPE, WASHINGTON, NJ
Court	SPECIAL CIVIL/SMALL CLAIMS COURT OF BERGEN COUNTY, HACKENSACK, NJ
Judgement - Court Judgement	
Filing Date	08/13/2019
Filing Number	SC 000794 19
Status	Unsatisfied
Date Status Attained	08/13/2019
Received Date	08/20/2019
Award	US\$ 2,068
Debtors	AUTOZONE
Creditors	CORCINO MIGUEL, EDISON, NJ
Court	MIDDLESEX COUNTY SPECIAL CIVIL/SMALL CLAIMS COURT, EDISON, NJ
Judgement - Court Judgement	
Filing Date	01/10/2019
Filing Number	DJ 005231 19
Status	Unsatisfied
Date Status Attained	01/10/2019
Received Date	01/27/2019
Award	US\$ 5,572
Debtors	AUTO ZONE INC, PENNSAUKEN, NJ
Debtors	and OTHERS
Creditors	SELECTIVE CASUALTY INSURANCE, BRANCHVILLE, NJ
Creditors	SELECTIVE CASUALTY INSURANCE COMPANY, BRANCHVILLE, NJ
Creditors	CITY OF CLIFTON SB, BRANCHVILLE, NJ
Court	SUPERIOR COURT OF NEW JERSEY, TRENTON, NJ
Judgement - Court Judgement	
Filing Date	12/21/2018
Filing Number	DC 008393 18
Status	Unsatisfied
Date Status Attained	12/21/2018
Received Date	01/27/2019
Award	US\$ 5,572
Debtors	AUTO ZONE, INC., PENNSAUKEN, NJ
Debtors	and OTHERS
Creditors	SELECTIVE CASUALTY INSURANCE, BRANCHVILLE, NJ
Creditors	SELECTIVE CASUALTY INSURANCE COMPANY, BRANCHVILLE, NJ
Court	PASSAIC COUNTY SPECIAL CIVIL/SMALL CLAIMS COURT, PATERSON, NJ
Judgement - Court Judgement	
Filing Date	12/05/2018
Filing Number	18 CVM 026998
Status	Unsatisfied

Date Status Attained	12/05/2018
Received Date	12/26/2018
Award	US\$ 100
Debtors	AUTOZONE INC., CHARLOTTE, NC
Creditors	REGINA BOSTON
Court	MECKLENBURG COUNTY CLERK OF SUPERIOR COURT, CHARLOTTE, NC
Judgement - Court Judgement	
Filing Date	05/07/2018
Filing Number	1231648
Status	Unsatisfied
Date Status Attained	05/07/2018
Received Date	06/22/2018
Award	US\$ 1,818
Debtors	AUTO ZONE, INC.
Debtors	and OTHERS
Creditors	BEST CHOICE ROOFING
Court	SUMNER COUNTY RECORDER OF DEEDS, GALLATIN, TN
Judgement - Court Judgement	
Filing Date	11/07/2017
Filing Number	17M5 5710
Status	Unsatisfied
Date Status Attained	11/07/2017
Received Date	12/05/2017
Award	US\$ 3,462
Debtors	AUTOZONE, CRESTWOOD, IL
Creditors	AUTOWORX SERVICE CENTER
Court	COOK COUNTY CIRCUIT COURT/5TH MUNICIPAL DIVISION, OAK LAWN, IL
Judgement - Court Judgement	
Filing Date	10/23/2017
Filing Number	SC 001777 17
Status	Unsatisfied
Date Status Attained	10/23/2017
Received Date	10/30/2017
Award	US\$ 2,514
Debtors	AUTO ZONE, BERGENFIELD, NJ
Creditors	HUNG JOHN, TENAFLY, NJ
Court	SPECIAL CIVIL/SMALL CLAIMS COURT OF BERGEN COUNTY, HACKENSACK, NJ
Judgement - Court Judgement	
Filing Date	07/13/2017
Filing Number	DC 000367 17
Status	Unsatisfied
Date Status Attained	07/13/2017
Received Date	07/17/2017
Award	US\$ 15,000
Debtors	AUTO ZONE INC, NORTH BRUNSWICK, NJ
Creditors	MILLER CHRISTOPH
Court	MIDDLESEX COUNTY SPECIAL CIVIL/SMALL CLAIMS COURT, EDISON, NJ
Suit	
Filing Date	06/28/2021
Filing Number	21CV004032
Status	Pending
Date Status Attained	06/28/2021
Received Date	07/22/2021

Plaintiffs	WRIGHT LUCIEN
Defendant	AUTOZONE INC
Defendant	AND OTHERS
Court	FRANKLIN COUNTY COMMON PLEAS COURT, COLUMBUS, OH
Suit	
Filing Date	06/14/2021
Filing Number	2021CV00834
Status	Pending
Date Status Attained	06/14/2021
Received Date	07/22/2021
Plaintiffs	NEWMAN COREY J
Defendant	AUTOZONE INC
Defendant	AND OTHERS
Court	STARK COUNTY COMMON PLEAS COURT, CANTON, OH
Suit	
Filing Date	06/07/2021
Filing Number	A2101938
Status	Pending
Date Status Attained	06/07/2021
Received Date	06/24/2021
Plaintiffs	HARO NELLIE
Defendant	AUTOZONE INC
Court	HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH
Suit	
Filing Date	12/29/2020
Filing Number	202001201640
Status	Pending
Date Status Attained	12/29/2020
Received Date	01/01/2021
Plaintiffs	FORTUNE, MARK, PHILADELPHIA, PA
Defendant	AUTOZONE STORE NO 5291, PHILADELPHIA, PA
Defendant	AUTOZONE INC
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA
Suit	
Filing Date	12/29/2020
Filing Number	202001201640
Status	Pending
Date Status Attained	12/29/2020
Received Date	01/01/2021
Plaintiffs	FORTUNE, MARK, PHILADELPHIA, PA
Defendant	AUTOZONE STORE NO 5291, PHILADELPHIA, PA
Defendant	AUTOZONE INC
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA
Suit	
Filing Date	12/02/2020
Filing Number	03-SM-2020-000514.00
Status	Pending
Date Status Attained	12/02/2020
Received Date	12/15/2020
Amount	US\$ 6,000
Plaintiffs	DICKERSON BERNADETTE, MONTGOMERY, AL
Defendant	AUTO ZONE CORPORATION, MONTGOMERY, AL
Court	MONTGOMERY COUNTY SMALL CLAIMS COURT, MONTGOMERY, AL

Suit	
Filing Date	11/24/2020
Filing Number	A2004126
Status	Pending
Date Status Attained	11/24/2020
Received Date	12/24/2020
Plaintiffs	STEVENS DANIEL E
Defendant	AUTOZONE INC
Court	HAMILTON COUNTY COMMON PLEAS COURT, CINCINNATI, OH
Suit	
Filing Date	10/12/2020
Filing Number	202065029
Status	Pending
Date Status Attained	10/12/2020
Received Date	10/19/2020
Plaintiffs	KHAN, CHRISTOPHER
Defendant	AUTOZONE INC
Court	HARRIS COUNTY CIVIL DISTRICT COURT, HOUSTON, TX
Suit	
Filing Date	09/14/2020
Filing Number	202000900426
Status	Pending
Date Status Attained	09/14/2020
Received Date	09/18/2020
Cause	Negligence
Plaintiffs	BURTON, RICARDO, PHILADELPHIA, PA
Defendant	AUTOZONE INC., PHILADELPHIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA
Suit	
Filing Date	09/04/2020
Filing Number	202000803047
Status	Pending
Date Status Attained	09/04/2020
Received Date	09/11/2020
Cause	Negligence
Plaintiffs	BRAXTON, CRAIG, AIRMONT, NY
Defendant	AUTOZONE, PHILADELPHIA, PA
Defendant	AND OTHERS
Court	PHILADELPHIA COUNTY COMMON PLEAS COURT, PHILADELPHIA, PA
UCC Filing - Original	
Filing Date	04/15/2020
Filing Number	X20034714-6
Received Date	05/08/2020
Collateral	Equipment and proceeds
Secured Party	SNAP-ON CREDIT LLC, LIBERTYVILLE, IL
Debtors	BUSH, TROY, WAUKEE, IA
Filing Office	SECRETARY OF STATE/UCC DIVISION, DES MOINES, IA
UCC Filing - Original	
Filing Date	04/03/2020
Filing Number	2004035396682
Received Date	04/21/2020
Collateral	Inventory and proceeds

Secured Party	MIDLAND STATES BANK, ATLANTA, GA
Debtors	AGUILAR, BRYAN A., CORONA, NY
Filing Office	SECRETARY OF STATE/UCC DIVISION, ALBANY, NY
UCC Filing - Original	
Filing Date	11/15/2019
Filing Number	190043388561
Received Date	11/19/2019
Collateral	Equipment and proceeds
Secured Party	SOLAR MOSAIC, INC, OAKLAND, CA
Debtors	TARIN JR, FRED, EL PASO, TX
Filing Office	SECRETARY OF STATE/UCC DIVISION, AUSTIN, TX
UCC Filing - Original	
Filing Date	10/29/2019
Filing Number	19-7540000
Received Date	12/17/2019
Collateral	Equipment and proceeds
Secured Party	SNAP-ON CREDIT LLC, LIBERTYVILLE, IL
Debtors	BABB, DONALD, GUNTERSVILLE, AL
Filing Office	SECRETARY OF STATE/UCC DIVISION, MONTGOMERY, AL
UCC Filing - Continuation	
Filing Date	10/02/2019
Filing Number	1977380061
Received Date	10/03/2019
Original Filing Date	03/26/2015
Original Filing Number	157456589898
Secured Party	NMTC INC D/B/A MATCO TOOLS, STOW, OH
Debtors	MAYNE, ROMAN, SAN DIEGO, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
UCC Filing - Original	
Filing Date	09/20/2018
Filing Number	9718067502-3
Received Date	11/02/2018
Collateral	Equipment and proceeds
Secured Party	SNAP-ON CREDIT LLC, LIBERTYVILLE, IL
Debtors	DEWEY, AARON, OMAHA, NE
Filing Office	SECRETARY OF STATE/UCC DIVISION, LINCOLN, NE
UCC Filing - Original	
Filing Date	09/13/2018
Filing Number	18-7460092
Received Date	10/12/2018
Collateral	Equipment and proceeds
Secured Party	SNAP-ON CREDIT LLC, LIBERTYVILLE, IL
Debtors	THOMAS, KENNETH, WETUMPKA, AL
Filing Office	SECRETARY OF STATE/UCC DIVISION, MONTGOMERY, AL
UCC Filing - Original	
Filing Date	10/26/2017
Filing Number	427715477
Received Date	12/01/2017
Collateral	Equipment and proceeds
Secured Party	SNAP-ON CREDIT LLC, LIBERTYVILLE, IL
Debtors	COPELAND, BILLY, SAVANNAH, TN
Filing Office	SECRETARY OF STATE/UCC DIVISION, NASHVILLE, TN

UCC Filing - Original	
Filing Date	03/26/2015
Filing Number	157456589898
Received Date	04/14/2015
Collateral	All Equipment
Secured Party	NMTC INC D/B/A MATCO TOOLS, STOW, OH
Debtors	MAYNE, ROMAN, SAN DIEGO, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA
UCC Filing - Original	
Filing Date	03/25/2015
Filing Number	2015039830-7
Received Date	04/28/2015
Collateral	Inventory and proceeds - Equipment and proceeds
Secured Party	ROWLEY BROTHERS, INC., BAY CITY, MI
Secured Party	ROWLEYS WHOLESALE, BAY CITY, MI
Debtors	AUTOZONE, INC.
Filing Office	UNIFORM COMMERCIAL CODE SECTION, LANSING, MI
UCC Filing - Original	
Filing Date	09/29/2011
Filing Number	117286261478
Received Date	10/06/2011
Collateral	All Negotiable instruments including proceeds and products - All Inventory including proceeds and products - All Account(s) including proceeds and products - All Timber including proceeds and products - and OTHERS
Secured Party	HABIB AMERICAN BANK, NEW YORK, NY
Debtors	HERRERA AUTO SALES, LLC, LOS ANGELES, CA
Filing Office	SECRETARY OF STATE/UCC DIVISION, SACRAMENTO, CA

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There are additional UCC's in D&B's file on this company available by contacting 1-800-234-3867.

There may be additional suits, liens, or judgments in D&B's file on this company available in the U.S. Public Records Database, also covered under your PPP for D&Bi contract. If you would like more information on this database, please contact the Customer Resource Center at 1-800-234-3867.

If it is indicated that there are defendants other than the report subject, the lawsuit may be an action to clear title to property and does not necessarily imply a claim for money against the subject.

Special Events

SPECIAL EVENTS	
Date	Event Description
05/29/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 36 weeks ended May 8, 2021: Sales of \$9,716,101,000, Net Income of \$1,384,543,000; compared to Sales of \$8,085,999,000, Net Income of \$992,515,000 for the comparable period in the prior year.
03/04/2021	EARNINGS UPDATE: According to published reports, comparative operating results for the 24 weeks ended February 13, 2021: Sales of \$6,065,078,000, Net Income of \$788,379,000; compared to Sales of \$5,306,700,000, Net Income of \$649,620,000 for the comparable period in the prior year.

Financials - D&B

Financials

FINANCIAL STATEMENT COMPARISON				
	Fiscal Consolidated 08/29/2020 In Thousands	Fiscal Consolidated 08/31/2019 In Thousands	Fiscal Consolidated 08/25/2018 In Thousands	Last 3 years
Current Assets	6,811,872	5,028,685	4,635,869	<div><div></div><div></div><div></div></div>
Total Current Liabilities	6,283,091	5,512,141	5,028,681	<div><div></div><div></div><div></div></div>
Tangible Net Worth	(877,977)	(1,713,851)	(1,520,355)	<div><div></div><div></div><div></div></div>
Sales	12,631,967	11,863,743	11,221,077	<div><div></div><div></div><div></div></div>
Net Income	1,732,972	1,617,221	1,337,536	<div><div></div><div></div><div></div></div>
Current Ratio	1.08	0.91	0.92	<div><div></div><div></div><div></div></div>
Working Capital	528,781	(483,456)	(392,812)	<div><div></div><div></div><div></div></div>
Other Assets	7,612,000	4,867,228	4,711,111	<div><div></div><div></div><div></div></div>
Long Term Liabilities	9,018,758	6,097,623	5,838,654	<div><div></div><div></div><div></div></div>
* = In Single Units				

STATEMENT INFORMATION	
Profit And Loss Information	From AUG 30 2020 to MAY 08 2021 sales \$9,716,101,000; cost of goods sold \$4,566,155,000. Gross profit \$5,149,946,000; operating expenses \$3,249,449,000. Operating income \$1,900,497,000; other expenses \$137,217,000; net income before taxes \$1,763,280,000; Federal income tax \$378,737,000; net income \$1,384,543,000.

Source Information	Statement obtained from Securities And Exchange Commission. Prepared from statement(s) by Accountant: Ernst & Young LLP.
Statement Explanation	Explanations: The net worth of this company includes intangibles; Other Long Term Liabilities consist of deferred income taxes and other long-term liabilities.

Financials

LATEST FINANCIAL STATEMENT

Balance Sheet 05/08/2021

Assets

Current Assets	Interim 05/08/2021
Marketable Securities	USD 4,665,477
Accounts Receivable	USD 359,669
Cash	USD 975,646
Other Current Assets	USD 223,604
Total Current Assets	USD 6,224,396

Long Term Assets	Interim 05/08/2021
Property, Plant, Fixtures & Equipment	USD 4,683,149
Goodwill	USD 302,645
Deferred Income Taxes	USD 30,366
Other long term assets	USD 202,544
Operating Lease Right-Of-Use Assets	USD 2,694,846
Total Assets	USD 14,137,946

Liabilities

Total Current Liabilities	Interim 05/08/2021
Taxes	USD 94,268
Accruals	USD 884,377
Operating Lease Liabilities	USD 256,382
Accounts Payable	USD 5,778,222
Total Current Liabilities	USD 7,013,249

Long Term Liabilities	Interim 05/08/2021
ACCUM OTHER COMPREHENSIVE LOSS	(USD 304,382)
TREASURY STOCK	(USD 1,635,621)
Common Stock	USD 229
Operating Lease Liabilities-Net	USD 2,594,506
Other Long Term Liabilities	USD 1,025,687
Long-Term Debt	USD 5,267,896
Retained Earnings	(USD 1,205,600)
Additional Paid In Capital / Capital Surplus	USD 1,381,982
Total Liabilities & Net Worth	USD 14,137,946

Financial Ratios

BALANCE SHEET

Solvency Ratios	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018
Current Ratio	1.08	0.91	0.92
Quick Ratio	0.34	0.09	0.09
Current Liabilities to Net Worth (%)	(715.63)	(321.62)	(330.76)
Total Liabilities/Net Worth (%)	(1,742.85)	(677.41)	(714.79)
Current Liabilities to Inventory (%)	140.46	127.62	127.51
Fixed Assets to Net Worth (%)	(807.64)	(256.66)	(277.46)
Cash Ratio	0.28	0.03	0.04
Efficiency Ratios	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018
Accounts Payable to Sales Ratio	0.48	0.46	0.45
Sales to Working Capital Ratio	23.89	(24.54)	(28.57)
Sales To Inventory (%)	282.39	274.68	284.53
Assets/Sales	114.19	83.41	83.3
ROCE (%)	29.7	50.55	41.93
Profitability Ratios	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018
Return On Net Worth (%)	(197.38)	(94.36)	(87.98)
Return on Assets (%)	12.01	16.34	14.31
Return on Sales (%)	19.14	18.68	16.14
Gross Profit Margin (%)	53.6	53.65	53.24
Operating Margin (%)	19.14	18.68	16.14
Pre-Tax Profit Margin (%)	17.55	17.12	14.58
Profit Margin (%)	13.72	13.63	11.92
Pre-Tax Return on Equity (%)	(252.46)	(118.52)	(107.63)
After Tax Return on Equity (%)	(197.38)	(94.36)	(87.98)
Operating Income to Interest Ratio	12.02	11.99	10.38

Leverage Ratios	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018
EBITDA to EBIT Ratio	1.17	1.17	1.2
Debt to Income Ratio	8.83	7.18	8.12
Debt to Equity Ratio	(17.43)	(6.77)	(7.15)
Equity Ratio (%)	(6.09)	(17.32)	(16.27)
Interest Coverage Ratio	12.02	11.99	10.38
Interest Coverage to EBITDA Ratio	14.05	14.04	12.4

Income Statement

	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018	Last 3 years
Sales (Revenue)	12,631,967,000	11,863,743,000	11,221,077,000	■ ■ ■ ■
Cost of Revenue	5,861,214,000	5,498,742,000	5,247,331,000	■ ■ ■ ■
Gross Profit	6,770,753,000	6,365,001,000	5,973,746,000	■ ■ ■ ■
Sales and General Admin	4,353,074,000	4,148,864,000	4,162,890,000	■ ■ ■ ■
Research and Development Expense	-	-	-	-
Non-Recurring Expenses	-	-	-	-
Other Operating Items	-	-	-	-
Operating Income	2,417,679,000	2,216,137,000	1,810,856,000	■ ■ ■ ■
Net Total Other Income and Expenses	-	-	-	-
Earnings Before Interest and Taxes	2,417,679,000	2,216,137,000	1,810,856,000	■ ■ ■ ■
Interest Expense	201,165,000	184,804,000	174,527,000	■ ■ ■ ■
Earnings Before Tax	2,216,514,000	2,031,333,000	1,636,329,000	■ ■ ■ ■
Income Tax Expense	483,542,000	414,112,000	298,793,000	■ ■ ■ ■
Equity Earnings or Loss	-	-	-	-
Minority Interest Expense	-	-	-	-
Net Income from Continuing Operations	1,732,972,000	1,617,221,000	1,337,536,000	■ ■ ■ ■
Discontinued Operations	-	-	-	-
Effect of Accounting Changes	-	-	-	-
Extraordinary Items	-	-	-	-
Net Income	1,732,972,000	1,617,221,000	1,337,536,000	■ ■ ■ ■
Preferred Stocks & Other Adjustments	-	-	-	-
Net Income Applicable to Common Shares	1,732,972,000	1,617,221,000	1,337,536,000	■ ■ ■ ■

Balance Sheet

FINANCIAL STATEMENT COMPARISON				
Assets	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018	Trends
Cash and Cash Equivalents	1,750,815,000	176,300,000	217,824,000	■ ■ ■ ■
Short Term Investments	-	-	-	-
Net Trade Receivables	364,774,000	308,995,000	258,136,000	■ ■ ■ ■
Inventory	4,473,282,000	4,319,113,000	3,943,670,000	■ ■ ■ ■
Other Current Assets	223,001,000	224,277,000	216,239,000	■ ■ ■ ■
Total Current Assets	6,811,872,000	5,028,685,000	4,635,869,000	■ ■ ■ ■
Fixed Assets	7,090,898,000	4,398,751,000	4,218,400,000	■ ■ ■ ■
Long Term Investments	-	-	-	-
Deferred Long Term Asset Charges	27,843,000	26,861,000	34,620,000	■ ■ ■ ■
Other Assets	190,614,000	138,971,000	155,446,000	■ ■ ■ ■
Goodwill	302,645,000	302,645,000	302,645,000	■ ■ ■ ■
Total Assets	14,423,872,000	9,895,913,000	9,346,980,000	■ ■ ■ ■
Accumulated Amortization	-	-	-	-
Intangible Assets	0	0	0	-
Liabilities	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018	Trends
Accounts Payable	6,059,245,000	5,512,141,000	5,028,681,000	■ ■ ■ ■
Short Term and Current Long Term Debt	-	-	-	-
Other Current Liabilities	223,846,000	0	-	-
Total Current Liabilities	6,283,091,000	5,512,141,000	5,028,681,000	■ ■ ■ ■
Long Term Debt	5,513,371,000	5,206,344,000	5,005,930,000	■ ■ ■ ■
Deferred Long Term Liability Charges	354,186,000	311,980,000	285,204,000	■ ■ ■ ■
Negative Goodwill	-	-	-	-
Minority Interest	-	-	-	-
Other Liabilities	3,151,201,000	579,299,000	547,520,000	■ ■ ■ ■
Misc Stocks, Options & Warrants	-	-	-	-
Total Liabilities	15,301,849,000	11,609,764,000	10,867,335,000	■ ■ ■ ■
Shareholder's Equity	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018	Trends
Preferred Stocks	0	0	0	-
Common Stocks	237,000	254,000	275,000	■ ■ ■ ■
Retained Earnings	(1,450,970,000)	(1,305,347,000)	(1,208,824,000)	■ ■ ■ ■
Treasury Stocks	356,487,000	1,403,884,000	1,231,427,000	■ ■ ■ ■
Capital Surplus	1,283,495,000	1,264,448,000	1,155,426,000	■ ■ ■ ■
Other Equity	(354,252,000)	(269,322,000)	(235,805,000)	■ ■ ■ ■
Total Equity	(877,977,000)	(1,713,851,000)	(1,520,355,000)	■ ■ ■ ■

Cash Flow

Cash flow

CASH FLOW				
	Fiscal Consolidated 08/29/2020	Fiscal Consolidated 08/31/2019	Fiscal Consolidated 08/25/2018	Last 3 years
Depreciation		408,196,000	378,119,000	353,477,000
Net Income Adjustments		95,912,000	71,510,000	231,242,000
Changes in Liabilities		621,303,000	453,687,000	313,171,000
Changes in Accounts Receivables		58,564,000	48,512,000	(7,534,000)
Changes in Inventories		184,174,000	394,147,000	188,782,000
Changes in Other Operating Activities		(104,463,000)	(50,635,000)	(26,114,000)
Net Cash Flows - Operating Activities		2,720,108,000	2,128,513,000	2,080,292,000
Capital Expenditures		445,973,000	489,448,000	522,247,000
Investments		51,902,000	2,398,000	34,892,000
Other Cash Flows from Investing Activities		0	0	35,279,000
Net Cash Flows - Investing Activities		(497,875,000)	(491,846,000)	(521,860,000)
Dividends Paid		-	-	-
Sale and Purchase of Stock		(862,511,000)	(1,816,077,000)	(1,502,298,000)
Net Borrowings		267,842,000	151,393,000	(128,804,000)
Other Cash Flows from Financing Activities		(48,967,000)	(9,404,000)	(1,052,000)
Net Cash Flows - Financing Activities		(643,636,000)	(1,674,088,000)	(1,632,154,000)
Effect of Exchange Rate		(4,082,000)	(4,103,000)	(1,724,000)
Change in Cash and Cash Equivalents		1,574,515,000	(41,524,000)	(75,446,000)

Company Profile

COMPANY OVERVIEW			
D-U-N-S 15-723-3511	Legal Form Corporation (US)	History Record Clear	Date Incorporated 11/25/1991
Business Commenced On 1979	State of Incorporation NEVADA	Ownership Public: AZO(NYS)	
Mailing Address PO Box 2198 MEMPHIS, TN, 38101, UNITED STATES		Telephone +1 901-495-6500	Website www.autozone.com
Present Control Succeeded 1979		SIC 55310103	NAICS 441310
Annual Sales US\$ 12,631,967,000		Employees 100,000 (1,608 here)	Age (Year Started) 42 Years (1979)
Named Principal William C Rhodes III, CHB-PRES		Line of Business Ret auto/home supplies	

BUSINESS REGISTRATION

Corporate and business registrations reported by the secretary of state or other official source as of: 2021-07-28 This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.	
Registered Name	AUTOZONE, INC.
Corporation Type	Corporation (US)
State of Incorporation	NEVADA
Date Incorporated	11/25/1991
Registration ID	C10758-1991
Registration Status	ACTIVE
Filing Date	11/25/1991
Where Filed	CORPORATION DIV
Registered Agent	
Name	C T CORPORATION SYSTEM
Address	701 S CARSON ST STE 200, Carson City, NV, 897010000
Registered Principal	
Name	WILLIAM C. RHODES III
Title	President
Address	123 S. FRONT ST, MEMPHIS, TN, 381030000
Name	KRISTEN WRIGHT
Title	Secretary
Address	123 S. FRONT ST, MEMPHIS, TN, 381030000
Name	BRIAN CAMPBELL
Title	Treasurer
Address	123 S. FRONT ST, MEMPHIS, TN, 381030000
Name	WILLIAM C. RHODES III
Title	Director

Address

123 S. FRONT ST, MEMPHIS, TN, 381030000

PRINCIPALS

Officers

WILLIAM C RHODES III, CHB-PRES-CEO+
JAMERE JACKSON, EXEC V PRES-CFO ELECT
RONALD B GRIFFIN, SR V PRES-CIO
CHARLIE PLEAS III, SR V PRES-CONTRL
KRISTEN C WRIGHT, SR V PRES-GENERAL COUNSEL-SEC

Directors

DIRECTOR(S): The officers identified by (+) and Douglas H Brooks, Michael M Calbert, Linda A Godspeed, Earl G Graves Jr, Enderson Guimaraes, D Bryan Jordan, Gale V King, George R Mrkonjac Jr and Jill Ann Soltau.

COMPANY EVENTS

The following information was reported on: 06/29/2021

The Nevada Secretary of State's business registrations file showed that AutoZone, Inc. was registered as a Corporation on November 25, 1991, under the file registration number C10758-1991.

Business started 1979.

The company was founded in 1979 as Auto Shack, a division of Malone & Hyde Inc. Auto Shack was incorporated as a separate corporation in the State of Delaware in May 1986 and changed its name to AutoZone Inc. in April 1988. In December 1991, the company changed its jurisdiction of incorporation from the State of Delaware to the State of Nevada by merging into a wholly-owned Nevada subsidiary.

The company's common stock is traded on the New York Stock Exchange under the symbol "AZO". As of October 19, 2020, there were 2,021 shareholders of record. As of October 19, 2020, those shareholders identified by the company as beneficially owning 5% or more of the outstanding shares were: Vanguard Group, Inc. (9.58%); and Blackrock, Inc. (7.66%) As of the same date, officers and directors as a group beneficially owned 2.8% of the outstanding shares.

RECENT EVENT.

According to a published report dated Dec 20, 2019, AutoZone agreed to pay almost \$50 million to settle a class action over changes the company made to its loyalty program.

Although AutoZone denied the allegations, the company agreed to settle the case, a little over three years after the complaint was first filed. As part of the settlement, AutoZone will reinstate rewards and pay additional costs for an estimated total of just under \$50 million.

WILLIAM C RHODES III. Director since 2005. He was elected Chairman in June 2007. He has been President and CEO since 2005. He served in various capacities within the company since 1994.

JAMERE JACKSON. He was named Executive Vice President and CFO-Elect in September 2020. He served as Executive Vice President and CFO of Hertz Global Holdings, Inc. since 2018. From 2014 to 2018, he served as CFO of Nielsen Holdings plc.

RONALD B GRIFFIN. He was elected Senior Vice President and Chief Information Officer (CIO) during June 2012.

CHARLIE PLEAS III. He was elected Senior Vice President and Controller during 2007 after having previously served in other various roles with the company since 1996.

KRISTEN C WRIGHT. She was named Senior Vice President - General Counsel & Secretary effective January 2014 after serving in other various roles with the company since 2012.

DOUGLAS H BROOKS. Director since 2013. Until his retirement in 2013, he had held various positions with Brinker International, including serving as Non-Executive Chairman of the Board from January 2013 until December 2013.

MICHAEL M CALBERT. Director since 2019. He has served as Chairman of the Board of Dollar General Corporation since January 2016.

LINDA A GODSPEED. Director since 2013. She retired in 2017 as COO and a Managing Partner at WealthStrategies Financial Advisors, positions she had held since 2007.

EARL G GRAVES JR. Director since 2002. He was elected Lead Director in January 2009. He has been the President and CEO of Black Enterprise since January 2006.

ENDERSON GUIMARAES. Director since 2012. In 2017, he retired as the President and COO for Laureate Education, Inc., positions he had held since 2015.

D BRYAN JORDAN. Director since 2013. Since 2008, he has served as CEO of First Horizon National Corporation.

GALE V KING. Director since 2018. She has been the Executive Vice President and Chief Administrative Officer for Nationwide Insurance Company since 2012.

GEORGE R MRKONIC JR. Director since 2006. He is Non-Executive Chairman of Maru Group.

JILL ANN SOLTAU. Director since 2018. She has been the CEO of J. C. Penney Company, Inc. since October 2018.

ANNOUNCED OFFICER CHANGES: On November 16, 2020, the company announced that Ronald B Griffin, Senior Vice President and Chief Information Officer, Customer Satisfaction, will retire in early 2021.

On August 27, 2020, William T Giles, Executive Vice President and CFO, Finance, Information Technology and Store Development, Customer Satisfaction, notified the company of his intention to retire, effective December 31, 2020. On September 13, 2020, the Board of Directors appointed Jamere Jackson as Executive Vice President and CFO-Elect, effective upon his commencement of employment, and Executive Vice President and CFO, Finance and Store Development, Customer Satisfaction, effective January 1, 2021.

According to a published report dated Jun 18, 2019, California Attorney General Xavier Becerra announced an \$11 million settlement against AutoZone, Inc. to resolve allegations that the company violated state laws governing hazardous waste, hazardous materials, and confidential consumer information. AutoZone is charged with illegally disposing of millions of hazardous waste items, including used motor oil and automotive fluids, at landfills not authorized to accept hazardous waste.

In addition, the settlement includes provisions requiring AutoZone to undergo a general compliance audit and a trash receptacle audit to ensure hazardous waste and confidential consumer information is properly disposed of at all facilities. The results of the audit must be shared with the public. The company must also comply with 23 injunctive requirements to comply with environmental protection and confidential consumer information protection laws.

BUSINESS ACTIVITIES AND EMPLOYEES

The following information was reported on: 06/29/2021

Business Information

Trade Names

AUTOZONE

Description

The company retails and distributes automotive replacement parts and accessories. The company offers various products for cars, sport utility vehicles, vans, and light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. Its products include A/C compressors, batteries and accessories, bearings, belts and hoses, calipers, carburetors, chassis, clutches, CV axles, engines, fuel pumps, fuses, ignition and lighting products, mufflers, radiators, starters and alternators, thermostats, and water pumps.

The company also offers maintenance products, such as antifreeze and windshield washer fluids; brake drums, rotors, shoes, and pads; brake and power steering fluids, and oil and fuel additives; oil and transmission fluids; oil, air, fuel, and transmission filters; oxygen sensors; paints and accessories; refrigerants and accessories; shock absorbers and struts; spark plugs and wires; and windshield wipers, as well as air fresheners, cell phone accessories, drinks and snacks, floor mats and seat covers, interior and exterior accessories, mirrors, performance products, protectants and cleaners, sealants and adhesives, steering wheel covers, stereos and radios, tools, and wash and wax products. In addition, it provides a sales program that offers commercial credit and delivery of parts and other products; and towing and tire repair services. Further, it sells automotive diagnostic and repair software under the ALLDATA brand through alldata.com and alldatadiy.com; and automotive hard parts, maintenance items, accessories, and non-automotive products through autozone.com.

TRADEMARK (S): AutoZone, AutoZone Rewards, Get in the Zone, Parts Are Just Part of What We Do, ProVantage, The Best Parts in Auto Parts, Zone and trademarks: ALLDATA Collision, ALLDATA Manage, ALLDATA Mobile, ALLDATA Repair, ALLDATA Tech-Assist, AutoZone, AutoZone & Design, Duralast, Duralast Aero Blade, Duralast Flex Blade, Duralast Gold, Duralast Gold Cmax, Duralast GT, Duralast Platinum, Duralast ProPower, Duralast ProPower Plus, Duralast ProPower Ultra, Duralast ProPower AGM, Duralast Max, Econocraft, Loan-A-Tool, ProElite, ProElite & Design, SureBilt, TruGrade, Valucraft, V & Design, and Z-net.

Terms are cash (90%) and credit card (10%). Sells to general public and commercial concerns. Territory : International.

Employees

100,000 which includes officer(s) and 40000 part-time. 1,608 employed here.

Financing Status

Secured

Financial Condition

Unbalanced

Seasonality

The company's business is somewhat seasonal in nature, with the highest sales typically occurring in the spring and summer months of February through September, in which average weekly per-store sales historically have been about 10% to 25% higher than in the slower months of December and January.

Facilities

Occupies premises in a building.

Related Concerns

SIC/NAICS Information

Industry Code

Description

Percentage of Business

5531

Ret auto/home supplies

-

55310103

Automotive parts

-

55310102

Automotive accessories

-

57340203

Software, business and non-game

-

NAICS Codes

NAICS Description

441310Automotive Parts and Accessories Stores

441310	Automotive Parts and Accessories Stores
443142	Electronics Stores
GOVERNMENT ACTIVITY	
Activity Summary	
Borrower(Dir/Guar)	No
Administrative Debt	No
Contractor	Yes
Grantee	No
Party excluded from federal program(s)	No

Associations

ALL CREDIT FILES WITH SAME D-U-N-S® NUMBER AS THIS D&B LIVE REPORT			
Company Name	Type	Status	Date Created
AUTOZONE	ACCOUNT - #513492	Credit Review Required	04/27/2009

Your Information

Record additional information about this company to supplement the D&B information.

Note: Information entered in this section will not be added to D&B's central repository and will be kept private under your user ID. Only you will be able to view the information.

Account Number

Endorsement/Billing Reference *

Sales Representatives

Credit Limit

Total Outstanding

0

0

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AutoZone Stores LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) **E**

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 10

6 City, state, and ZIP code

Memphis, TN 38101

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

6 2 - 1 6 1 1 0 5 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Thomas A. Klein

Date ►

1/20/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



PARTS ARE JUST A PART OF WHAT WE DO

CORPORATE SUSTAINABILITY AND RESPONSIBILITY REPORT - 2021

ENVIRONMENTAL RESPONSIBILITY

At AutoZone, we take our responsibility for the environment seriously. We seek to meet the needs of the present while protecting our future by practicing environmental responsibility every day and driving compliance with applicable environmental laws and regulations wherever we do business.

We utilize multiple methods, resources and controls to deploy initiatives and policies to enhance the safety, health and environment in our stores, DCs and Support Centers. These include, but are not limited to, an Environmental Safety & Health Policy and training and engagement measures developed by third-party experts.

In FY2020, we recycled

802,000 wood pallets
21,000 tons of cardboard
17,000 tons of steel
1,000 tons of plastic

Our stores, DCs and transportation fleet are major recyclers of used lead batteries, used oil, scrap metal, cardboard, plastic and wood pallets. To minimize waste and protect the environment, we follow best practices for disposing of chemical products and hazardous waste items.

Our DCs recycle approximately 802,000 wood pallets, 1,000 tons of plastic, 21,000 tons of cardboard and 17,000 tons of steel annually. The wood pallets are reused and then recycled at our DCs. Steel, plastic and cardboard are recycled through third-party vendors that specialize in handling these materials. These efforts prevented more than 170,000 metric tons of greenhouse gas (GHG) emissions.

CUSTOMER RECYCLING

At AutoZone, we make it simple for customers to protect the environment by providing a safe and easy way to dispose of used oil, batteries and car parts. We offer one of the largest recycling programs in the U.S. for these items. Customers can recycle automotive batteries, oil and oil filters, cores from remanufactured parts, and damaged merchandise by simply dropping items off in our stores.

SUPPORTING NON-PROFITS WITH EXCESS INVENTORY

We donate excess inventory to non-profit organizations. To-date, we have donated over 100 pallets of parts and products to more than a dozen non-profits or small businesses across the U.S.

Additionally, we are a member of the National Safety Council (NSC), America's largest non-profit safety advocate. We utilize the NSC membership to track current trends, data, training concepts and key metrics.

In partnership with Good360, in FY2020 we donated pallets of oil, chemicals and cleaning supplies to a well-known Oregon non-profit organization, serving its community by offering automotive training to individuals seeking employment in the automotive field and by performing quality car services at a fair price.

FY2020 RECYCLING FACTS

**we recycled
over
12 million
gallons**

of oil



**AUTHORIZED
DISPOSAL SITE**

**we recycled
346,000
tons**

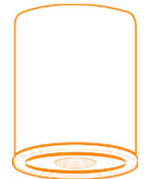
of batteries back to suppliers to
be recycled and remanufactured



**BATTERY
RECYCLING**

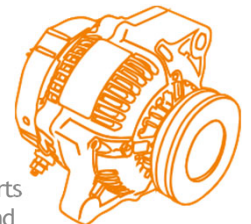
**we collected
nearly
900,000**

oil filters for recycling



**we recycled
over
66,000
tons**

of used and worn out auto parts
to suppliers to be recycled and
remanufactured



ECOFRIENDLY PHYSICAL BUILDING INITIATIVES

We utilize many energy efficiency programs and environmental, health and safety initiatives in select stores and DCs including but not limited to:

- Centrally managed Energy Management System that controls heating and air-conditioning systems (HVAC) and lighting
- LED sensor-enabled interior lighting
- LED exterior and sign lighting
- Energy-efficient roofing that reduces heat buildup during summer months
- Weather sealing on doors
- HVAC upgrades with peak power reduction
- Third-party energy conservation audits in DCs
- Energy-efficient dock doors in Arizona DC

- Fast-closing overhead doors in Florida DC
- Replaced power industrial equipment battery chargers with more efficient battery chargers
- Created AutoZoner Environmental, Health and Safety (EH&S) manual, which provides policies, guidance and procedures to manage store EH&S programs including segregating certain waste streams by colored buckets (Bucket Program), used oil and filter recycling program, and hazardous materials management plan (at most stores)
- Developed annual EH&S training for stores and DCs

We continually challenge ourselves to reduce energy costs despite the growing square footage of stores and DCs.

Our goal is to decrease Scope 1 and Scope 2 energy-related emissions from our U.S. business - that is, our stores, DCs and SSC - by 15% by 2025 (from a 2019 baseline). This means that we commit to decreasing the emissions produced by the burning of fuel to heat our U.S. business and the electricity to light and cool them by 15% over the next four years.

SUSTAINABILITY EMISSIONS GOALS

We have started a partnership with a global specialist in sustainability and efficiency, and are collaborating to develop and act on specific short, medium and long term sustainability goals including, for example, GHG reduction targets. This includes creating a consistent approach to monitoring and measuring progress. We have started by quantifying the GHG emissions that we produce as part of doing business.

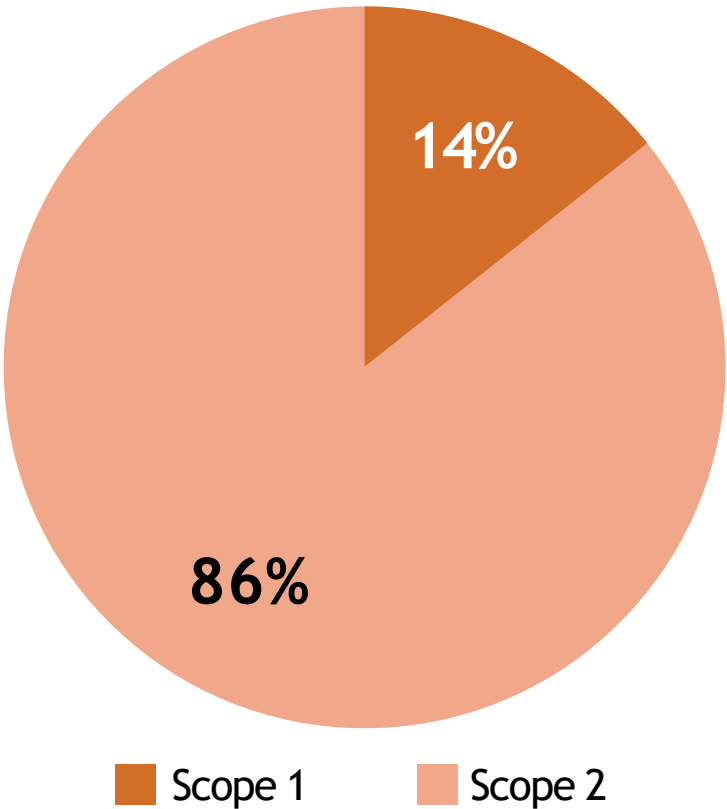
The main sources of AutoZone’s emissions are categorized into two types, or ‘Scopes,’ as defined by the GHG Protocol. Scope 1 measures are emissions produced from burning fuels to heat our U.S. business. Scope 2 measures are emissions that are created when generating the electricity that we use to power our U.S. business. Most of our emissions come from the electricity used in our U.S. business.

As a global corporate citizen, it is our responsibility to understand our environmental footprint and the impact that heating our stores and powering them has on the world. We have committed to conducting a yearly GHG emissions inventory with an aim to periodically update our stakeholders on our progress. We are also taking action to decrease the Scope 1 and 2 energy-related emissions stemming from our U.S. business by 15% by 2025.

Table 1:AutoZone US FY2020 Emissions

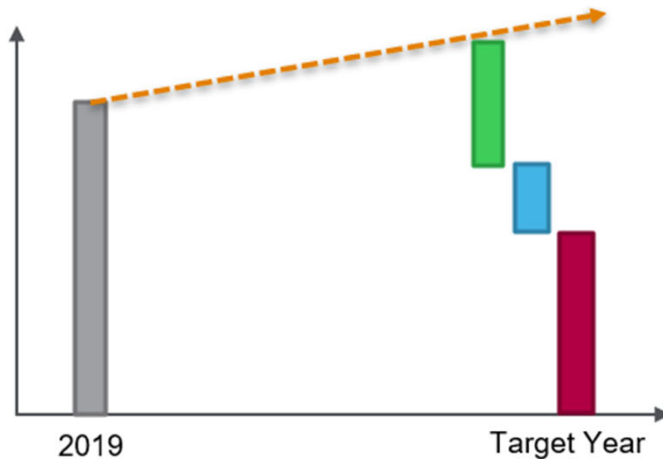
Scope	Activities	Emissions (MT CO2e)
Scope 1	Natural gas and propane combusted for heating	31,365
Scope 2	Electricity consumed	189,672

FY2020 Scope 1 & 2 Emissions



Creating Energy / GHG Targets – What is required?

Creating an actionable roadmap

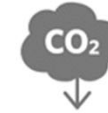


Baseline



Where are we now?

Reduction Ambition & Targets



Where do we need to go?

Business Projections



How is our business changing?

Renewable Energy



How can we buy energy differently?

Project Pipeline



How can we increase efficiency?

Our goal reflects our commitment to Go the Extra Mile for our local and global communities. This 15% decrease in emissions is equivalent to:

- Avoiding charging over 4 billion smartphones
- Preventing burning nearly 37 million pounds of coal
- Planting nearly 41,000 acres of trees

Our goal is both ambitious and achievable, reflecting the current energy saving projects that are already planned and budgeted for, as well as the greening (that is, more use of renewable power) of the U.S. electricity grid.

We plan to achieve our GHG emissions reduction goal by implementing energy-savings programs across our U.S. stores and DCs. Many of these programs are already underway and delivering positive results. Despite our store footprint growth of 2.65% between FY2019 and FY2020, our emissions stayed level, increasing just 0.07% over that time and, on a per square foot basis, we produced 2.57% fewer emissions in FY2020 than in FY2019.

We will continue to realize emissions reductions through projects such as:

- Installing over 27,000 MWh of rooftop solar panels
- Replacing over 1.1 million lightbulbs across nearly 3,000 stores with more efficient lightbulbs, resulting in nearly 39,000 MWh of energy saved per year
- Replacing rooftop HVAC blower motors with more efficient Software Smart Motor systems, which will save up to 52,000 MWh of energy annually

These initiatives alone are expected to avoid over 50,000 MT of CO2 emissions. The emissions expected to be reduced through these projects, and together with the projected greening of the

U.S. electricity grid, combine to more than achieve our goal, even with our expected healthy growth in the number of stores, hubs and Mega Hubs.

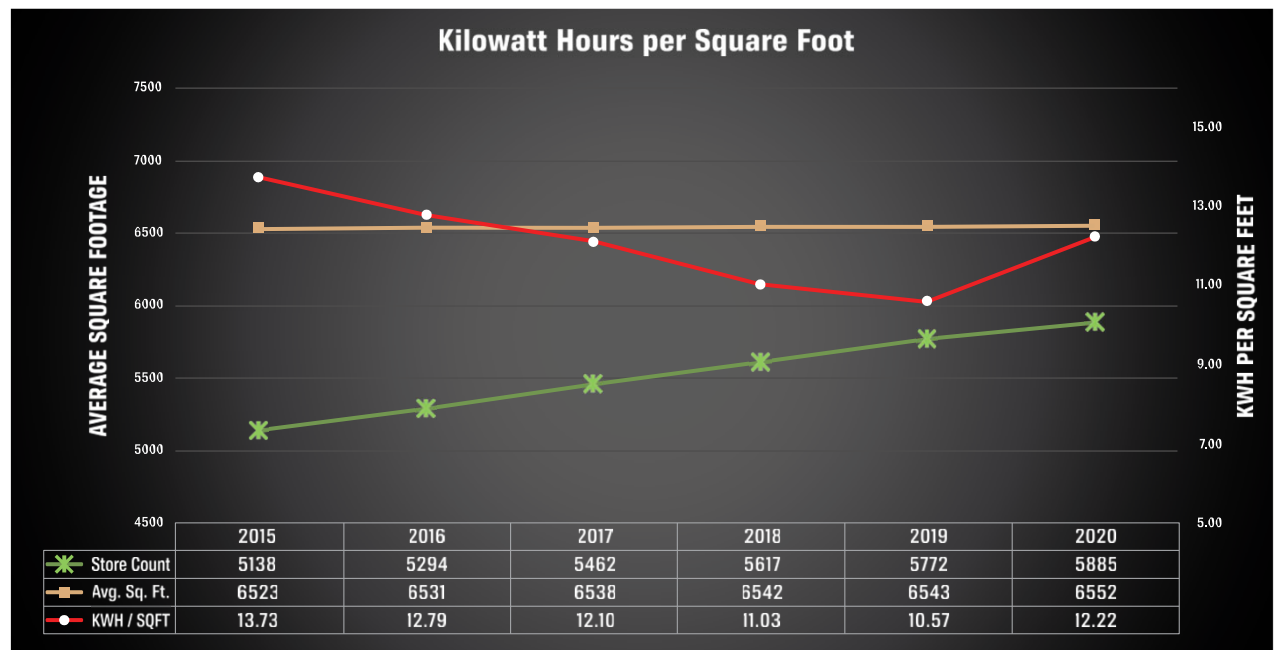


OUR FACILITIES SAVE MILLIONS OF kWh OF ENERGY PER YEAR

We continue to pilot new concepts and deliver a disciplined energy savings approach based on strategic initiatives like LED lighting, roof replacements, rooftop solar, thermostat locks, and weather stripping around doors in our stores. To date with these initiatives, except for FY2020, we have reduced kWh usage per square foot by 33% and avoided using nearly 2 billion kWh since 2007.

kWh per square foot increased in FY2020 primarily because of increased HVAC usage in our stores in response to COVID-19. For example, temperature set points were lowered in March 2020 due to face covering requirements that made stores less comfortable for AutoZoners and customers and increase in customer traffic count resulted in frequent door opening/closings.

WITH THE EXCEPTION OF FY2020, WE HAVE BEEN ABLE TO **REDUCE kWh YEAR OVER YEAR** EVEN THOUGH WE CONTINUE TO **ADD ADDITIONAL STORES AND SQUARE FOOTAGE**.



RENEWABLE ENERGY INVESTMENTS

In 2020, AutoZone made significant investments in solar power in six states— Massachusetts, Minnesota, Missouri, North Carolina, Vermont, and South Carolina. AutoZone’s commitment to solar investment sets the stage for over 1.5 billion kWh of fossil fuel offsetting solar power to be delivered over the life of the projects. The impact of the lifetime generation of electricity from over 140,000 solar panels, installed across six states, equates to meaningful GHG impacts.

- The number of CO2 emissions AutoZone offsets is equivalent to 13,772 tankers worth of gasoline used.
- GHG emissions avoided equates to 50,500 garbage trucks of waste that was recycled instead of landfilled.
- Carbon sequestration power of the annual capability of 1,275,000 acres of forests.

ON THE HORIZON

We continually look for ways to improve and plan to test new technologies to further reduce our energy and water usage footprint including:

- Installing rooftop solar panels to offset up to 71% of the location’s annual energy spend on select sites such as California, Massachusetts, New Jersey and Rhode Island with other states expected in the future.
- Select stores in Texas have smart irrigation and receive real-time visibility to leaks to prevent over/under-watering with stores in other states to be added in the future.



ALLDATA’s Support Center in Elk Grove, California, was constructed in 2008 and incorporates many environmentally friendly features including the installation of reclaimed water irrigation systems, use of drought-tolerant natural vegetation, specialty heating and ventilation systems to improve energy efficiency, and motion sensor-enabled fluorescent lighting.

WORKPLACE SAFETY, TRANSPORTATION AND EMISSIONS

WE WILL BE SAFE TODAY

A safe working environment is one of the many ways we demonstrate one of our core Values, Cares About People. We continuously strive to improve workplace safety by utilizing data to understand opportunities. We use data to update and deliver more responsive training, communications, and processes to AutoZoners.

We verify weekly that every light-duty fleet vehicle has a working telematics device for GPS tracking. This provides a solid foundation for unsafe driving alerts and key performance indicators reporting provided to leadership.

We believe that safety starts with leadership and positive recognition drives effective behaviors. Annually, we celebrate our safest and most improved regions and DCs announcing “Safest Region”, “Most Improved Region”, and “Safest DC of the Year” at our National Sales Meeting.

Total Supply Chain Injury Rates by FY



VEHICLE SAFETY AND EMISSIONS

AutoZoners who deliver store orders using over-the-road tractors are trained extensively before operating any AutoZone over-the-road private fleet tractor. This training underscores safe driving techniques and reinforces procedures for reducing fuel use and emissions.

We are proud to announce a reduction in our over-the-road private fleet preventable collisions of 8% for 2020, all while keeping our total miles driven flat versus last year. Our continued efforts in technology and personal one-to-one coaching are imperative to our success for the safety of our AutoZoners while out on the road delivering WOW! Customer Service!

Our store fleet safety program is based on utilization of telematics data to identify unsafe driving behaviors. This leading indicator system is designed to prevent collisions from occurring by alerting management for coaching opportunities with our drivers. In 2019, our store Commercial fleet reported a 7.75 preventable collision rate (calculated by total preventable collisions, times 1,000,000, divided by miles driven).



BENEFITS OF IN-CAB TECHNOLOGY AND LOWERING FUEL CONSUMPTION

INNOVATIVE TRACTOR-TRAILER FLEET

We have lowered fuel consumption and GHG emissions by investing in technologies like solar charging and auxiliary power units, which also keep our drivers comfortable and improve lift gate performance.



Transportation Fleet 2020 Highlights

- Improved miles per gallon (MPG) by an additional 8% or .56 miles per gallon with the introduction of automatic transmissions to the fleet in 2018.
- All tractor-trailers use Strehle Trailer Blades or aero skirts that are Smartway Verified and meet the California Air Resource Board GHS standards. These blades/skirts improve MPG by an additional 5.5%, which has reduced annual fuel consumption by 500K gallons on average each year.
- Implemented Battery Powered auxiliary power units in 2018 eliminating the need for diesel-powered generator systems to provide climate control to the sleeper tractors during overnight stays reducing diesel fuel consumption by 300 gallons per tractor or 35,100 gallons annually and idle time from 13% to below 11%.
- Introduced solar charging technology on tractors in 2019 to power tractor-trailer lift gates used in store deliveries.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES  Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency

(EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES DM Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DM Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES DM Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES DM Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that

it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES  Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: AutoZone Parts, Inc.

Address, City, State, and Zip Code: 123 S. Front St., Memphis, TN 38103

Phone Number: 901.495.6500 Fax Number: 901.495.8300

Printed Name and Title of Authorized Representative:
Grant McGee, SVP of Commercial

Email Address: grant.mcgee@autozone.com

Signature of Authorized Representative: 

Date: 8/26/2021 | 10:32:56 AM CDT

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Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of**Organization:** AutoZone Parts, Inc.**Organization****Address:** 123 S. Front St., Memphis, TN 38103**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

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Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

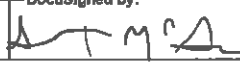
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Grant McGee	Title:	SVP, Commercial
Signature:	 <small>DocuSigned by: E800417ADB E9447...</small>	Date:	8/26/2021 10:32:56 AM CDT

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ TENNESSEE
County of TIPTON

ss:

I, Grant McGee residing in
Memphis (name of municipality)

in the County of Shelby and State of
Tennessee of full age, being duly sworn according to law on my oath depose
and say that:

I am SVP of Commercial of the firm of

AutoZone Parts, Inc. the bidder making this Proposal for the bid

entitled Solicitation #21-12 for Automotive Parts and Supplies, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any
agreement, participated in any collusion, or otherwise taken any action in restraint of free,
competitive bidding in connection with the above named project; and that all statements
contained in said proposal and in this affidavit are true and correct, and made with full
knowledge that the State of New Jersey relies upon the truth of
the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or
secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fee, except bona fide employees or bona fide established
commercial or selling agencies maintained by

AutoZone Parts, Inc.

Subscribed and sworn to

before me this day

06/26/2021

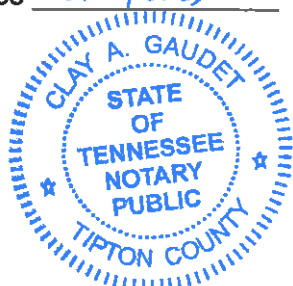
DocuSigned by:
Grant McGee
Signature E800417ADBEB447

(Type or print name of affiant under signature)

Clay A. Gaudet CLAY A. GAUDET
Notary public of

My Commission expires 06/13/2023

(Seal)



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: AutoZone Parts, Inc.
Street: 123 S. Front St.
City, State, Zip Code: Memphis, TN 38103

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- ☒ 2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

- ☒ A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

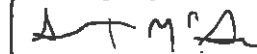
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8/26/2021 | 10:32:56 AM CDT

Date

DocuSigned by:



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Authorized Signature and Title

Grant McGee

SVP, Commercial

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative

Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

DocuSigned by:

E800417ADBE9447... Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to

section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☒ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

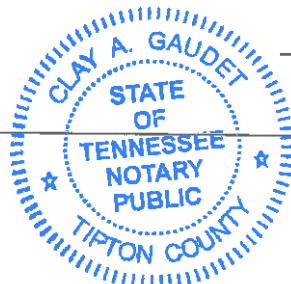
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 26 day of
AUGUST, 2021

(Notary Public)

My Commission expires:

Clay A. Gaudet
CLAY A. GAUDET
06/13/2023



DocuSigned by:

A handwritten signature in black ink, appearing to read "Grant McGee".

E800417ADB9447... (Affiant)

Grant McGee, SVP of Commercial

(Print name & title of affiant)

(Corporate Seal)

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:
http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- ☒ Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Grant McGee Title: SVP, Commercial

Signature:  Date: 8/26/2021 | 10:32:56 AM CDT

DocuSigned by:
E800417ADB8E9447...

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 21-12

VENDOR/BIDDER: AutoZone Parts, Inc.

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐

The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☒

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

DocuSigned by:

8/26/2021 | 10:32:56 AM CDT

Signature 5B9D1A7ADBE9447...

Date

Grant McGee, SVP of Commercial

Type text here

Print Name and Title

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: Solicitation #21-12 **Bidder/Offeror:** AutoZone Parts, Inc.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name Grant McGee Relationship to Bidder/Offeror SVP Commercial
Description of Activities None
Duration of Engagement N/A Anticipated Cessation Date N/A
Bidder/Offeror Contact Name Shant Aslan Contact Phone Number 17145261313

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Grant McGee

Signature: 

Title: SVP, Commercial

Date: 8/26/2021 5:31:52 PM CDT

Mail to: PO Box 308
Trenton, NJ 08646STATE OF NEW JERSEY
DIVISION OF REVENUE

Overnight to:

33 West State St.
5th Floor
Trenton, NJ 08608-1214**"FEE REQUIRED"****PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY**

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name: AutoZone Northeast LLC2. Type of Business Entity: F L C
(See Instructions for Codes, Page 21, Item 2)3. Business Purpose: Sale of auto parts and accessories
(See Instructions, Page 22, Item 3)

4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. Duration (If Indefinite or Perpetual, leave blank): FLC6. State of Formation/Incorporation (Foreign Entities Only):
Nevada7. Date of Formation/Incorporation (Foreign Entities Only):
August 18, 20148. Contact Information:
Registered Agent Name: The Corporation Trust CompanyRegistered Office:
(Must be a New Jersey street address)Street: 820 Bear Tavern Road,City: West TrentonZip: 08628

Main Business or Principal Business Address:

Street: 123 S. Front St.City: MemphisState: TNZip: 38103

9. Management (Domestic Corporations and Limited Partnerships Only)

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

0600413367

Name

Street Address

City

State

Zip

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name

Street Address

City

State

Zip

Signature(s) for the Public Record (See instructions for Information on Signature Requirements)

Signature

Name

Title

Date

B. Shur[Signature]Brian Campbell
Charlie PleasOfficer of Sole Member8/21/14Officer of Sole Member8/21/14



August 21, 2014

To Whom It May Concern:

AutoZone Northeast, Inc., a New Jersey corporation, hereby authorizes AutoZone Northeast LLC, a Nevada limited liability company, to use the name "AutoZone Northeast LLC" and hereby consents to such use for any and all purposes under the laws of the State of New Jersey.

Sincerely,

AUTOZONE NORTHEAST, INC.
a New Jersey corporation

By: B. Campbell
Name: Brian Campbell
Title: VP of Tax

By: [Signature]
Name: Charlie Pless
Title: SVP Controller

APPROVED AS TO LEGAL FORM

A. Clunan [Signature] 8/21/14

UMC-2 Rev. 3/2013

New Jersey Division of Revenue & Enterprise Services
Certificate of Merger/Consolidation
(Profit Corporations)

FILED
 AUG 27 2014
 STATE TREASURER

To file electronically:

1. Enter the information requested below and sign by typing your name in the signature field. The form can only be filled in using the free Adobe Acrobat Reader 9.1 or greater. (See the pages following this form for field by field instructions, and notes on delivery and processing of work requests.)
2. Click the "Add Attachments" button to add attachments if required (Check the field by field instructions to see if you must include an attachment(s)).
3. After the form has been filled in properly, please save a copy to your computer so that you can upload the form to the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application by following the instructions in the next step.
4. Click the "Open the Central Forms Repository Home Page to start the Form Submission Process" button at the bottom of the form. (This action will launch the State of New Jersey Division of Revenue & Enterprise Services Central Forms Repository Web application. If you have not created an account in the application, you will need to do so before using the online Web application. Once your account is created, please login to the application and follow the instructions for submitting your form and payment online.)

This form may be used to record the merger or consolidation of a corporation with or into another business entity or entities, pursuant to NJSA 14A. Applicants must insure strict compliance with the requirements of State law and insure that all filing requirements are met. This form is intended to simplify filing with the State Treasurer. Applicants are advised to seek out private legal advice before submitting filings to the Department of the Treasury, Division of Revenue & Enterprise Services office.

1. Type of Filing (check one): ☒ Merger ☐ Consolidation

2. Name of Surviving Business Entity: AutoZone Northeast LLC

3. Name(s)/Jurisdiction(s) of All Participating Business Entities including Surviving Entity:

Name	Jurisdiction	Identification # Assigned by (if applicable)
AutoZone Northeast, Inc.	(New Jersey)	1756301000
AutoZone Northeast LLC	(Nevada)	0600413367

4. Date Merger/Consolidation adopted: 8/27/14

5. Voting: (all corporations involved; attach additional sheets if necessary)

-a Corp. Name AutoZone Northeast, Inc. Outstanding Shares 100
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☒

-b Corp. Name _____ Outstanding Shares _____
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

-c Corp. Name _____ Outstanding Shares _____
 If applicable, set forth the number and designation of any class or series of shares entitled to vote.

Voting For _____ Voting Against _____ ; OR

Merger/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☐

5 2687830

-7 4790427

-7 4790428

UMC-2 Rev. 3/2013

Page 2

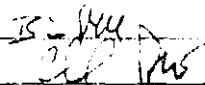

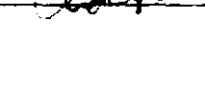
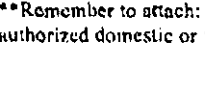
6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see inst.): 08/30/2014

Signature	Name	Title	Date
	Brian Campbell	VP of Merging Entity	08/27/2014
	Charlie Pless	Senior VP of Merging Entity	08/27/2014
	Brian Campbell	VP of Sole Member of Surviving Entity	08/27/2014
	Charlie Pless	Senior VP of Sole Member of Surviving Entity	08/27/2014

**Remember to attach: 1) the plan of merger or consolidation; and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.

Add Attachments	Open the Central Forms Repository Home Page to start this form submission process
-----------------	---

PLAN OF MERGER

(pursuant to Section 14A:10-1(2) of the New Jersey Statutes Annotated)

<i>Name of Merging Corporation:</i>	AutoZone Northeast, Inc., a New Jersey corporation
<i>Name of Surviving Entity:</i>	AutoZone Northeast LLC, a Nevada limited liability company (qualified to do business in New Jersey)
<i>Terms & Conditions of the Merger:</i>	<p>The merger shall be deemed effective on August 30, 2014, at 11:54 p.m. Eastern. At the effective time of the merger:</p> <ol style="list-style-type: none">1) the Merging Corporation shall merge with and into the Surviving Entity and the separate existence of the Merging Corporation shall cease;2) all of the issued and outstanding shares of the Merging Corporation shall be cancelled for no consideration;3) the title to all real estate and other property owned by the Merging Corporation shall be vested in the Surviving Entity without reversion or impairment;4) the Surviving Entity shall have all of the liabilities of the Merging Corporation;5) a proceeding pending against the Merging Corporation may be continued as if the merger had not occurred or the Surviving Entity may be substituted in the proceeding for the Merging Corporation; and6) the merger shall have the effects prescribed by applicable law.

PAGE 02/04

FILED
AUG 27 2014
STATE TREASURER

Merge/consolidation plan was adopted by the unanimous written consent of the shareholders without a meeting (check) ☒

Fax: 8099846851

Aug 26 2014 12:28

P. 05

08/26/2014 10:44 6095381138

CT CORP

PAGE 03/04

UMC-2 Rev. 3/2013

Page 2

6. Service of Process Address (For use if the surviving business entity is not authorized or registered by the State Treasurer:

The surviving business entity agrees that it may be served with process in this State in any action, suit or proceeding for the enforcement of any obligation of any domestic or foreign corporation, previously amenable to suit in this State, which is a party to this merger/consolidation, and in any proceeding for the enforcement of the rights of a dissenting shareholder of such domestic corporation against the surviving corporation.

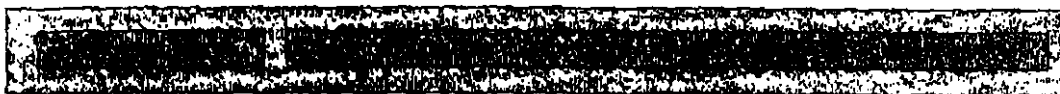
The Treasurer is hereby appointed as agent to accept service of process in any such action, suit, or proceeding which shall be forwarded to the surviving business entity at the Service of Process address stated above.

The Surviving Business Entity also agrees that it will promptly pay to the dissenting shareholders of any such domestic corporation the amount, if any, to which they may be entitled under the provisions of Title 14A.

7. Effective Date (see Inst.): 08/30/2014

Signature	Name	Title	Date
		President of Merging Entity	08/27/2014
		VP of Merging Entity	08/27/2014
		President of Sole Member of Surviving Entity	08/27/2014
		VP of Sole Member of Surviving Entity	08/27/2014

**Remember to attach: 1) the plan of merger or consolidation, and 2) if the surviving or resulting business is not a registered or authorized domestic or foreign corporation, a Tax Clearance Certificate for each participating corporation.



PLAN OF MERGER

(pursuant to Section 14A:10-1(2) of the New Jersey Statutes Annotated)

<i>Name of Merging Corporation:</i>	AutoZone Northeast, Inc., a New Jersey corporation
<i>Name of Surviving Entity:</i>	AutoZone Northeast LLC, a Nevada limited liability company (qualified to do business in New Jersey)
<i>Terms & Conditions of the Merger:</i>	<p>The merger shall be deemed effective on August 30, 2014, at 11:54 p.m. Eastern. At the effective time of the merger:</p> <ol style="list-style-type: none">1) the Merging Corporation shall merge with and into the Surviving Entity and the separate existence of the Merging Corporation shall cease;2) all of the issued and outstanding shares of the Merging Corporation shall be cancelled for no consideration;3) the title to all real estate and other property owned by the Merging Corporation shall be vested in the Surviving Entity without reversion or impairment;4) the Surviving Entity shall have all of the liabilities of the Merging Corporation;5) a proceeding pending against the Merging Corporation may be continued as if the merger had not occurred or the Surviving Entity may be substituted in the proceeding for the Merging Corporation; and6) the merger shall have the effects prescribed by applicable law.

Mail to: PO Box 308
Trenton, NJ 08646

STATE OF NEW JERSEY
DIVISION OF REVENUE

Overnight to: 33 West State St.
5th Floor
Trenton, NJ 08608-1214

"FEE REQUIRED" PUBLIC RECORDS FILING FOR NEW BUSINESS ENTITY

Fill out all information below INCLUDING INFORMATION FOR ITEM 11, and sign in the space provided. Please note that once filed, this form constitutes your original certificate of incorporation/formation/registration/authority, and the information contained in the filed form is considered public. Refer to the instructions for delivery/return options, filing fees and field-by-field requirements. Remember to remit the appropriate fee amount. Use attachments if more space is required for any field, or if you wish to add articles for the public record.

1. Business Name:
AutoZone Texas LLC

2. Type of Business Entity: F L C
(See Instructions for Codes, Page 21, Item 2)

3. Business Purpose:
(See Instructions, Page 22, Item 3)
Retail sale of automobile parts and accessories

4. Stock (Domestic Corporations only; LLCs and Non-Profit leave blank):

5. Duration (If Indefinite or Perpetual, leave blank):

FLC

6. State of Formation/Incorporation (Foreign Entities Only):
Nevada

7. Date of Formation/Incorporation (Foreign Entities Only):
08/30/2014

8. Contact Information:
Registered Agent Name: The Corporation Trust Company

FILED
OCT 15 2014
STATE TREASURER

Registered Office:
(Must be a New Jersey street address)

Main Business or Principal Business Address:

Street 820 Bear Tavern Road

Street 123 S. Front Street

City West Trenton

Zip 08628

City Memphis

State TN

Zip 38103

9. Management (Domestic Corporations and Limited Partnerships Only)

- For-Profit and Professional Corporations list initial Board of Directors, minimum of 1;
- Domestic Non-Profits list Board of Trustees, minimum of 3;
- Limited Partnerships list all General Partners.

0600414885

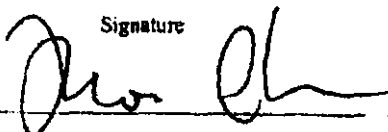
Name	Street Address	City	State	Zip

The signatures below certify that the business entity has complied with all applicable filing requirements pursuant to the laws of the State of New Jersey.

10. Incorporators (Domestic Corporations Only, minimum of 1)

Name	Street Address	City	State	Zip

Signature(s) for the Public Record (See Instructions for Information on Signature Requirements)

Signature	Name	Title	Date
	Tom Klimen	VP of Tax, AutoZone Investment Corporation, its Member	10-13-14

COMPID = M142931
UNITID = M142931

EQUAL EMPLOYMENT OPPORTUNITY
2020 EMPLOYER INFORMATION REPORT EEO-1
Consolidated Report

SECTION B – COMPANY IDENTIFICATION

1. AUTOZONE INC
PO BOX 2198
MEMPHIS, TN 38101

2.a. AUTOZONE INC
PO BOX 2198
MEMPHIS, TN 38101

SECTION C – TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-N DUNS=611701327

SECTION E – ESTABLISHMENT INFORMATION
NAICS: 441310 - Automotive Parts and Accessories Stores

c. EIN= 621611055

SECTION D – EMPLOYMENT DATA

JOB CATEGORIES	Hispanic or Latino		Non-Hispanic or Latino										Overall Totals			
			***** Male *****					***** Female *****								
	Male	Female	White	Black or African American	Native Hawaiian Or Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian Or Pacific Islander	Asian		American Indian or Alaska Native	Two or More Races	
Exec/Sr. Officials & Mgrs	4	1	31	8	0	0	3	0	2	6	0	0	2	0	0	57
First/Mid Officials & Mgrs	88	19	673	69	1	127	4	20	215	56	0	47	1	6	1326	
Professionals	130	37	466	99	2	21	0	21	135	93	1	12	5	12	1034	
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Sales Workers	16375	5043	29547	8829	212	1209	475	1506	7626	3108	48	167	203	461	74809	
Administrative Support	10	23	70	41	0	9	0	4	67	63	0	8	2	7	304	
Craft Workers	74	4	214	33	1	9	2	5	19	12	0	0	0	2	375	
Operatives	1028	650	1633	445	13	49	20	62	848	244	8	30	20	21	5071	
Laborers & Helpers	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service Workers	0	0	11	8	0	0	0	1	1	5	0	0	0	1	27	
Total	17709	5777	32645	9532	229	1427	501	1621	8917	3581	57	266	231	510	83003	
Previous Year Total																

SECTION F – REMARKS

DATES OF PAYROLL PERIOD: 12/6/2020

THRU 12/19/2020

SECTION G – CERTIFICATION:

CERTIFIED DATE: 7/30/2021

8:22 AM

CERTIFYING OFFICIAL: Paul Scubba
EMAIL: Paul.Scubba@autozone.com
EEO-1 REPORT CONTACT PERSON: Jesus Bermea
EMAIL: jesus.bermea@autozone.com

TITLE: Litigation Director
PHONE: 240-338-0361
TITLE: HR Tech & Analysis Manager
PHONE: 901-304-2173



Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.

- In 1979, the first AutoZone was established in Forrest City, Arkansas, under the name of Auto Shack.
- In 1987, the company name was changed from Auto Shack to AutoZone.
- In 1989, AutoZone implements the first SMS stocking system for the auto parts industry in order to enhance the "in-stock" condition of parts for our customers.
- In 1991, AutoZone stock (AZO) debuts on the New York Stock Exchange. Additionally, AutoZone becomes the first auto parts provider to register all customer warranties into a single database. We are still the only provider of this service today in the auto parts industry.
- In 1994, The AutoZone satellite broadcast system debuts, which allows stores and locations across the country to access product inventory from multiple shipping locations.
- In 1995, the 1,000th AutoZone store is opened. Duralast and Duralast Gold batteries are introduced to the auto parts industry.
- In 1996, the new www.autozone.com website is launched along with a dedicated vertical management team for the commercial automotive parts market. AutoZone acquires ALLDATA, the leading software provider of automotive diagnostic and repair information.
- In 1999, AutoZone obtains Fortune 500 ranking for the first time. AutoZone has improved its ranking on the Fortune 500 list every year since the initial listing.
- In 2004, founder Pitt Hyde was inducted into the Automotive Hall of Fame. Pitt set a precedent as the first aftermarket retailer to be inducted.
- In 2002 AutoZone launched its dedicated national account team.
- In 2007, AutoZone exceeds \$6.2 billion in revenue and opens its 4,000th store in Houston, Texas.
- In 2016, AutoZone exceeds \$10 billion in revenue.
- In 2017 AutoZone exceeds \$2 billion in commercial sales.
- In 2020 AutoZone launches commercial APP.
- In 2020 AutoZone exceeds \$12.5 billion in revenue.
- **Corporate office location:** 123 S. Front St, Memphis, TN 38103

- ii. Describe Offeror's reputation in the marketplace.

AutoZone strives in providing WOW! Customer service to all segments of our operation, our retail stores, distribution centers and store support centers. Our goal is to meet and exceed all customers expectation by providing loyal trustworthy advice. Because we know our business partnerships reflect our reputation and culture, we put serious thought into where we purchase the products and services that keep our business running. We seek out only ethical, law-abiding suppliers, and when we find companies that meet our high standards, we work with them to establish lasting relationships. Our strong financial standing is a big testament reflecting our mission in providing outstanding customer service.



- iii. Describe Offeror's reputation of products and services in the marketplace.

AutoZone is a leading distributor of automotive replacement parts and accessories in the United States with over 6,000 stores across 50 states, the District of Columbia, and Puerto Rico. Commercial customers have access to AutoZone's 'hot-shot' delivery program including discounts on more than 750,000 SKUs. AutoZone is the exclusive provider of Duralast OE-quality aftermarket parts as well as ALLDATA Repair, the industry-leading OE repair information software.

- iv. Describe the experience and qualification of key employees.

AutoZone hires highly motivated, energetic, and experienced employees to ensure we provide WOW customer service in all our stores. We promote and highly encourage our parts specialists to become ASE certified in many categories specially Parts. We have a minimum of 1 ASE parts certified employee in each AutoZone store location. Our commercial and wholesale department operates as its own entity within our store with dedicated staff to service our commercial/wholesale customers. Additionally, we have a national sales team to support state level customer's needs.

- v. Describe Offeror's experience working with the government sector.

AutoZone provides WOW customer service to all public sector agencies that currently have an account with our stores, through hot shot delivery and competitive public sector national account program and pricing. Pricing available through www.autozonepro.com. AutoZone awarded multiple aftermarket parts contracts with various size agencies, City of Oxnard, State of Arkansas, City of Anaheim, State of North Carolina, State of Mississippi to name few.

- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

A. AutoZone has approximately 6,000 retail stores and 100,000 employees throughout the world and periodically receives notice of filed lawsuits in the ordinary course of business. Any material litigation can be found in AutoZone's public filings.

- vii. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

1. Entity Name: OMNIA Partners

Contact Name and Title: Scott Wynne, Senior Director Partner Development

City and State: Franklin, TN.

Phone Number: 615-431-1102

Years Serviced: 10 years

Description of Services: Current AutoZone Cooperative contract holder

Annual Volume: \$16MM

2. Entity Name: State of Arkansas

Contact Name and Title: John Leverett, State Procurement

City and State: Little Rock, AR.

Phone Number: 501-683-2222

Years Serviced: 2 years

Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip

Annual Volume: \$200K



3. **Entity Name:** State of Mississippi

Contact Name and Title: Billy Beard, Director, Fleet Management

City and State: Jackson, MS.

Phone Number: 601-359-5171

Years Serviced: 4 years

Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip

Annual Volume: \$885K

4. **Entity Name:** City of Anaheim

Contact Name and Title: Maria Rodriguez, Buyer

City and State: Anaheim, CA.

Phone Number: 714-765-5218

Years Serviced: 8 years

Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip

Annual Volume: \$100K

5. **Entity Name:** City of Oxnard

Contact Name and Title: Patricia Garcia, Purchasing

City and State: Oxnard, CA

Phone Number: 805-385-7538

Years Serviced: 2 years

Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip

Annual Volume: \$520K

6. **Entity Name:** City of Austin

Contact Name and Title: Bridney Stewart, Procurement

City and State: Austin, TX.

Phone Number: 512-974-3127

Years Serviced: 2 years

Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip

Annual Volume: \$98K

- viii. If Offeror anticipates Participating Public Agencies will sign a service agreement, Offeror must include their company's standard service agreement with their RFP response.

- A. AutoZone does not perform or provide any service-related offerings, only aftermarket and OEM parts sales.

Provide any additional information relevant to this section.



AutoZone / ALLDATA Value Add

AutoZone is the leading retailer and a leading distributor of automotive replacement parts and accessories in the Americas. Each AutoZone store carries an extensive product line for cars, sport utility vehicles, vans and light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. Many stores also have a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national repair garages, dealers, service stations and public sector accounts. We also have commercial programs in Mexico and Brazil. AutoZone also sells the ALLDATA brand diagnostic and repair software through www.alldata.com and www.alldatadiy.com. Additionally, we sell automotive hard parts, maintenance items, accessories, and non-automotive products through www.autozone.com and our commercial customers can make purchases through www.autozonepro.com. We also provide product information on our Duralast branded products through www.duralastparts.com. AutoZone does not derive revenue from automotive repair or installation.

AutoZone owns more than 6,000 locations (no franchises or independents) and has more than 100,000 employees.

ALLDATA is the industry's #1 choice for unedited mechanical and collision OEM repair information, diagnostic tools, shop management software, and support services, trusted by more than 400,000 technicians in over 115,000 shops worldwide.

Reporting Capabilities

AutoZone prides itself on capturing data and reporting data in an easy-to-read format. Reporting is typically published quarterly but could be made available monthly. AutoZone has a plethora of reports available to Public Sector partners, and customization is also an option, when a standard report doesn't suffice.

It's not uncommon for Public Sector partners to consider reporting requests as ad hoc, when the reports are standardized reports in the AutoZone-world. However, AutoZone is very flexible when it comes to providing value to its partners, through customized reporting, or other means.

Project Staffing and Organization

AutoZone has a single point-of-contact for Public Sector Business in sales and account receivables.

In addition, we have dedicated commercial staff to offer additional support where needed. Regional Manager, Regional Commercial Sales Manager, Territory Sales Manager, Commercial Sales Manager, District Managers and Store Managers all align on customers' needs to ensure complete satisfaction.

AutoZone does not use resellers or subcontractors. AutoZone, and potentially ALLDATA (an AutoZone company) will fulfill the requirements.



Quality Control (QC) and Quality Assurance (QA)

AutoZone offers one of the best warranties and labor claim reimbursement policies in the entire industry. AutoZone is able to offer these incredible programs, because of the high-quality of AutoZone product. As the largest aftermarket provider in the industry, AutoZone could not afford to offer inferior product quality. Rest assured . . . when AutoZone parts are installed, there's a high comfort-level.

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.


(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

8/26/2021 | 10:00:04 AM CDT

Date

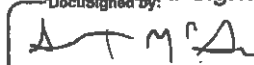
8/26/2021 | 10:32:56 AM CDT

DocuSigned by:


68DAA8E871B9431...

Vice President, Commercial Support

Authorized Signature & Title

DocuSigned by:

E800417ADB9E9447...
SVP, Commercial

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

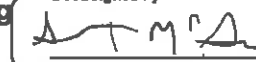
1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

CompanyAutoZone Parts, Inc.**Contact**

DocuSigned by:


Signature
Duane Findley**Printed Name**Vice President, Commercial Support**Position with Company****Address**123 S. Front St., Memphis, TN 38103**Official
Authorizing
Proposal**

DocuSigned by:


Signature
Grant McGee**Printed Name**SVP, Commercial**Position with Company****Phone**901.495.6500**Fax**901.495.8300

Appendix C, DOC # 3

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-788933

Date Filed:
08/10/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AutoZone Parts, Inc.
Memphis, TN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Other

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Solicitation Number 21-12
Automotive Parts

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Alyssa Maloney, and my date of birth is August 1, 1991.

My address is 6332 Sway Dr. Memphis TN 38119 U.S.A.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Shelby County, State of TN, on the 10th day of August, 20 21.
(month) (year)

Alyssa Maloney
Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Grant Mcgee, as an authorized representative of AutoZone Parts, Inc., a contractor engaged by Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

DocuSigned by:

Signature of Named Authorized Company Representative

8/26/2021 | 10:32:56 AM CDT
Date