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DOT & PF TSAIA LEASING

March 26, 2026

The State of Alaska, Department of Transportation and Public Facilities  
Ted Stevens Anchorage International Airport  
PO Box 196960  
Anchorage, AK 99519-6990

Attn: Sarah Guedea, Leasing Representative, State of Alaska Executive Branch liaison

Re: AMENDED ADA-32683 ITB On-Airport Rental Car Concession Agreement

Ms. Gueda,

Delta Leasing, LLC (DBA Alaska 4x4 Rentals) submits this letter as a formal objection to the recently issued Invitation to Bid (ITB) for the on-airport rental car concession at Ted Stevens Anchorage International Airport (TSAIA).

Our concerns are centered on material issues of fairness, proportionality, and compliance with federal and airport-level disadvantaged business enterprise (DBE) objectives.

Delta Leasing, LLC was formed in 2002 and is majority owned by Old Harbor Investments, LLC, which is wholly owned in turn by Old Harbor Native Corporation, an Alaska Native Village Corporation formed pursuant to the Alaska Native Claims Settlement Act. Because Delta Leasing is majority owned by an Alaskan Native Corporation subsidiary, Delta Leasing is a minority and economically disadvantaged entity.<sup>1</sup> Delta Leasing operates a vehicle rental service, Alaska 4x4 Rentals, and has a proven track record as a concessionaire at TSAIA.

On March 6, 2026, the Alaska Department of Transportation and Public Facilities issued ADA-32683 ITB On-Airport Rental Car Concession Agreement (the "ITB"). The ITB modified prior ITB requirements, most notably requiring that any bidding entities include a minimum \$600,000 Minimum Annual Guarantee (MAG). The ITB additionally, after amendment, set forth a bid and award timeline that occurs solely in the first half of May 2026. This timeline requires interested entities to submit bids, and potentially receive awards, during the start of Anchorage's tourist season, thus introducing uncertainty and logistical concerns during a particularly busy period for TSAIA traffic and rental demand.

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<sup>1</sup> See e.g. 43 U.S.C. § 1626(e)(2) ("For all purposes of Federal law, direct and indirect subsidiary corporations, joint ventures, and partnerships of a Native Corporation qualifying pursuant to paragraph (1) shall be considered to be entities owned and controlled by Natives and a minority and economically disadvantaged business enterprise....")



Delta Leasing offers the following objections regarding the ITB:

1. **The Minimum Annual Guarantee Is Unduly Restrictive And Limits Competition, Thereby Violating State and Federal Policy**

The proposed Minimum Annual Guarantee (MAG) of \$600,000, located at Page TI-3, Article I Section D represents a 250% increase from Delta Leasing's current MAG of \$171,360, and is significantly higher than our current business levels support. This proposed 250% increase to the MAG is significant, and disproportionately impacts our Company as a small local operator. While this increase is unlikely to impact large national brands whose reported sales and associated concession fees are well above the new minimum requirement, this effectively excludes Delta Leasing from participating as a concessionaire at TSAIA. Financial guarantees of this size are easily absorbed by national chains while materially detrimental to a smaller, locally owned operator like ourselves.

By excluding small local businesses in favor of national chains, the ITB frustrates State and Federal law and policy. TSAIA is subject to federal and state-level participation goals, including Airport Concessions Disadvantaged Business Enterprise requirements and Small Business Enterprise Concession initiatives (SCA-26 Items F and G). The current ITB structure is in direct conflict with these objectives:

1. The ITB places disproportionate financial and operational burdens on small, local, and disadvantaged businesses who cannot absorb such burdens in the way that large nationally-operated chains can;
2. The ITB seriously risks displacing the only Alaska Native-owned and minority and economically disadvantaged participant company who has been successfully operating at the Anchorage International Airport since 2017; and
3. The ITB undermines the Airport's ability to meet federally mandated participation thresholds by effectively prohibiting Disadvantaged and Small Business enterprises from program participation and setting a playing field on which *only* non-DBEs may enter.

By prioritizing participation of national non-DBEs, Airport Leasing risks falling out of compliance with both state and federal law.



## II. The Minimum Requirements in the ITB Are Unduly Restrictive And Not Reasonably Necessary

The MAG increase lacks any economic justification and does not appear to result from a significant change in operating conditions. During the pre-bid conference, Airport Leasing stated they set the minimum requirements based on comparison to Fairbanks International Airport (FAI). But the proposed MAG is nearly twice that of our current Fairbanks MAG of \$305,000. Likewise, while Airport Leasing justified many provisions in the ITB by explaining that the provisions were “consistent” with a recent solicitation at FAI, such changes are *not* justified through mere comparison to another airport. Without adequately reasoned justification, these changes—particularly the 250% MAG increase—are arbitrary and capricious.

By providing a 250% increase from the current MAG, Airport Leasing is imposing unduly restrictive requirements. “[T]he minimum requirements in a solicitation may not be unduly restrictive and must be reasonably necessary to satisfy the . . . agency’s actual needs.” *Payroll City*, p. 7, OAH N0. 05-0853-PRO, Jan. 30, 2006. “Minimum requirements should reflect the agency’s actual needs, not all possible needs.” *Richard C. Sanders*, P. 14, OAH No. 05-0240-PRO, Dec. 22, 2005). And when an interested party asserts that specifications in a solicitation are unduly restrictive, “the initial burden is on the agency to make a prima facie case that the specifications were reasonably necessary.” *Scientific Fishery Sys., Inc.*, p. 7, Dept. Admin. 98-08, July 22, 1999.

By failing to offer adequate justification for the significant increase in MAG, Airport Leasing is imposing unnecessary and unduly restrictive requirements. Airport Leasing should significantly reduce the MAG.

## III. By Limiting Competition, The ITB Harms Alaskans And The Alaskan Economy

Finally, by setting a MAG that effectively excludes local entities, the ITB harms the local and state economy. Local operators, particularly Alaska Native-owned businesses, generate substantially greater in-state economic impact through:

1. Local employment & workforce development, including career pathways for Alaska residents;
2. Local procurement; including vehicles purchased in-state; and
3. Recirculation of revenue & profitability within Alaska.

In contrast, national or platform-based operators export a significant portion of revenues outside the state, reducing the overall economic benefit to both Anchorage and Alaska.



#### IV. Conclusion

We strongly urge TSAIA to evaluate whether this ITB, as structured, is consistent with its obligations under applicable DBE frameworks.

In addition to the arbitrariness of the increased MAG, the proposed ITB timeline is operationally disruptive and impractical. The current amended ITB timeline requires that bid submission, protest, and commencement of the confession agreement will all occur in the first fifteen days of May. This timeline coincides directly with the ramp up to the peak summer tourism season, when airport rental demand is at its highest. This accelerated schedule appears not only arbitrary, but counter to sound airport operations management.

These above factors, taken collectively, create the appearance of a procurement structure that is not competitively neutral and may effectively pre-determine the outcome. In response, we request that the State:

1. Suspend or withdraw the current ITB;
2. Reevaluate the MAG and qualification requirements to ensure they are market-based, transparent, and non-discriminatory;
3. Align the solicitation with ACDBE and SBEC program objectives;
4. Extend or revise the implementation timeline to avoid peak-season disruption;
5. Ensure that any future solicitation process is competitively neutral and inclusive of qualified local operators

Sincerely,

A handwritten signature in blue ink, appearing to read "Rudi Von Imhof".

Rudi Von Imhof  
Delta Leasing LLC