Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.,* 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

MENOMINEE INDIAN TRIBE OF WISCONSIN *v.* UNITED STATES ET AL.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

No. 14–510. Argued December 1, 2015—Decided January 25, 2016

Pursuant to the Indian Self-Determination and Education Assistance Act (ISDA), petitioner Menominee Indian Tribe of Wisconsin contracted with the Indian Health Service (IHS) to operate what would otherwise have been a federal program and to receive an amount of money equal to what the Government would have spent on operating the program itself, including reimbursement for reasonable contract support costs. 25 U. S. C. §§450f, 450j–1(a). After other tribal entities successfully litigated complaints against the Federal Government for failing to honor its obligation to pay contract support costs, the Menominee Tribe presented its own contract support claims to the IHS in accordance with the Contract Disputes Act of 1978 (CDA), which requires contractors to present each claim to a contracting officer for decision, 41 U. S. C. §7103(a)(1). The contracting officer denied some of the Tribe's claims because they were not presented within the CDA's 6-year limitations period. See §7103(a)(4)(A).

The Tribe challenged the denials in Federal District Court, arguing that the limitations period should be tolled for the nearly two years in which a putative class action, brought by tribes with parallel complaints, was pending. As relevant here, the District Court eventually denied the Tribe's equitable-tolling claim, and the Court of Appeals affirmed, holding that no extraordinary circumstances beyond the Tribe's control caused the delay.

Held: Equitable tolling does not apply to the presentment of petitioner's claims. Pp. 5–9.

(a) To be entitled to equitable tolling of a statute of limitations, a litigant must establish "(1) that he has been pursuing his rights diligently, and (2) that some extraordinary circumstance stood in his

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way and prevented timely filing." *Holland* v. *Florida*, 560 U. S. 631, 649. The Tribe argues that diligence and extraordinary circumstances should be considered together as factors in a unitary test, and it faults the Court of Appeals for declining to consider the Tribe's diligence in connection with its finding that no extraordinary circumstances existed. But this Court has expressly characterized these two components as "elements," not merely factors of indeterminate or commensurable weight, *Pace* v. *DiGuglielmo*, 544 U. S. 408, 418, and has treated them as such in practice, see *Lawrence* v. *Florida*, 549 U. S. 327, 336–337. The Tribe also objects to the Court of Appeals' interpretation of the "extraordinary circumstances" prong as requiring the showing of an "external obstacle" to timely filing. This Court reaffirms that this prong is met only where the circumstances that caused a litigant's delay are both extraordinary *and* beyond its control. Pp. 5–7.

(b) None of the Tribe's excuses satisfy the "extraordinary circumstances" prong of the test. The Tribe had unilateral authority to present its claims in a timely manner. Its claimed obstacles, namely, a mistaken reliance on a putative class action and a belief that presentment was futile, were not outside the Tribe's control. And the significant risk and expense associated with presenting and litigating its claims are far from extraordinary. Finally, the special relationship between the United States and Indian tribes, as articulated in the ISDA, does not override clear statutory language. Pp. 7–8.

764 F. 3d 51, affirmed.

ALITO, J., delivered the opinion for a unanimous Court.

SUPREME COURT OF THE UNITED STATES

No. 14–510

MENOMINEE INDIAN TRIBE OF WISCONSIN, PETITIONER *v.* UNITED STATES, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

[January 25, 2016]

JUSTICE ALITO delivered the opinion of the Court.

Petitioner Menominee Indian Tribe of Wisconsin (Tribe) seeks equitable tolling to preserve contract claims not timely presented to a federal contracting officer. Because the Tribe cannot establish extraordinary circumstances that stood in the way of timely filing, we hold that equitable tolling does not apply.

I

Congress enacted the Indian Self-Determination and Education Assistance Act (ISDA), Pub. L. 93–638, 88 Stat. 2203, 25 U. S. C. §450 *et seq.*, in 1975 to help Indian tribes assume responsibility for aid programs that benefit their members. Under the ISDA, tribes may enter into "self-determination contracts" with federal agencies to take control of a variety of federally funded programs. §450f. A contracting tribe is eligible to receive the amount of money that the Government would have otherwise spent on the program, see §450j–1(a)(1), as well as reimbursement for reasonable "contract support costs," which include administrative and overhead costs associated with carrying out the contracted programs, §§450j–1(a)(2), (3), (5).

In 1988, Congress amended the ISDA to apply the Contract Disputes Act of 1978 (CDA), 41 U. S. C. §7101 *et seq.*, to disputes arising under the ISDA. See 25 U. S. C. §450m–1(d); Indian Self-Determination and Education Assistance Act Amendments of 1988, §206(2), 102 Stat. 2295. As part of its mandatory administrative process for resolving contract disputes, the CDA requires contractors to present "[e]ach claim" they may have to a contracting officer for decision. 41 U. S. C. §7103(a)(1). Congress later amended the CDA to include a 6-year statute of limitations for presentment of each claim. Federal Acquisition Streamlining Act of 1994, 41 U. S. C. §7103(a)(4)(A).

Under the CDA, the contracting officer's decision is generally final, unless challenged through one of the statutorily authorized routes. §7103(g). A contractor dissatisfied with the officer's decision may either take an administrative appeal to a board of contract appeals or file an action for breach of contract in the United States Court of Federal Claims. §§7104(a), (b)(1), 7105(b). Both routes then lead to the United States Court of Appeals for the Federal Circuit for any further review. 28 U. S. C. §1295(a)(3); 41 U. S. C. §7107(a)(1); see 25 U. S. C. §450m–1(d). Under the ISDA, tribal contractors have a third option. They may file a claim for money damages in federal district court, §§450m–1(a), (d), and if they lose, they may pursue an appeal in one of the regional courts of appeals, 28 U. S. C. §1291.

Tribal contractors have repeatedly complained that the Federal Government has not fully honored its obligations to pay contract support costs. Three lawsuits making such claims are relevant here.

The first was a class action filed by the Ramah Navajo Chapter alleging that the Bureau of Indian Affairs (BIA) systematically underpaid certain contract support costs. *Ramah Navajo Chapter* v. *Lujan*, No. 1:90–cv–0957 (D NM) (filed Oct. 4, 1990). In 1993, Ramah successfully

moved for certification of a nationwide class of all tribes that had contracted with the BIA under the ISDA. See Order and Memorandum Opinion in *Ramah Navajo Chapter* v. *Lujan*, No. 1:90–cv–0957 (D NM, Oct. 1, 1993), App. 35–40. The Government argued that each tribe needed to present its claims to a contracting officer before it could participate in the class. *Id.,* at 37–38. But the trial court held that tribal contractors could participate in the class without presentment, because the suit alleged systemwide flaws in the BIA's contracting scheme, not merely breaches of individual contracts. *Id.,* at 39. The Government did not appeal the certification order, and the *Ramah* class action proceeded to further litigation and settlement.

The second relevant ISDA suit raised similar claims about contract support costs but arose from contracts with the Indian Health Service (IHS). *Cherokee Nation of Okla.* v. *United States*, No. 6:99–cv–0092 (ED Okla.) (filed Mar. 5, 1999). In *Cherokee Nation*, two tribes filed a putative class action against IHS. On February 9, 2001, the District Court denied class certification without addressing whether tribes would need to present claims to join the class. *Cherokee Nation of Okla.* v. *United States*, 199 F. R. D. 357, 363–366 (ED Okla.). The two plaintiff tribes did not appeal the denial of class certification but proceeded to the merits on their own, eventually prevailing before this Court in a parallel suit. See *Cherokee Nation of Okla.* v. *Leavitt*, 543 U. S. 631 (2005).

The third relevant case is the one now before us. In this case, the Tribe presented its contract support claims (for contract years 1995 through 2004) to IHS on September 7, 2005, shortly after our *Cherokee Nation* ruling. As relevant here, the contracting officer denied the Tribe's claims based on its 1996, 1997, and 1998 contracts because, *inter alia,* those claims were barred by the CDA's 6-year statute

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