

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 10-Q

(Mark One)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2015**

OR

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
FOR THE TRANSITION PERIOD FROM _____ TO _____**

Commission File Number: 001-33045

ICF International, Inc.

(Exact name of Registrant as Specified in its Charter)

**Delaware
(State or Other Jurisdiction of
Incorporation or Organization)**

**9300 Lee Highway, Fairfax, VA
(Address of Principal Executive Offices)**

**22-3661438
(I.R.S. Employer
Identification No.)**

**22031
(Zip Code)**

**Registrant's telephone number, including area code: (703) 934-3000
Not Applicable**

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer
Non-accelerated filer (Do not check if a smaller reporting company) Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
 Yes No

As of July 24, 2015, there were 19,370,310 shares outstanding of the registrant's common stock.

ICF INTERNATIONAL, INC.

QUARTERLY REPORT ON FORM 10-Q FOR THE
PERIOD ENDED JUNE 30, 2015

TABLE OF CONTENTS

PART I. FINANCIAL INFORMATION	3
Item 1. Financial Statements	3
Consolidated Balance Sheets at June 30, 2015 (Unaudited) and December 31, 2014	3
Consolidated Statements of Comprehensive Income (Unaudited) for the Three Months and Six Months Ended June 30, 2015 and 2014	4
Consolidated Statements of Cash Flows (Unaudited) for the Six Months Ended June 30, 2015 and 2014	5
Notes to Consolidated Financial Statements	6
Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations	12
Item 3. Quantitative and Qualitative Disclosures About Market Risk	23
Item 4. Controls and Procedures	24
PART II. OTHER INFORMATION	25
Item 1. Legal Proceedings	25
Item 1A. Risk Factors	25
Item 2. Unregistered Sales of Equity Securities and Use of Proceeds	25
Item 3. Defaults Upon Senior Securities	25
Item 4. Mine Safety Disclosures	26
Item 5. Other Information	26
Item 6. Exhibits	26

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

ICF International, Inc. and Subsidiaries

CONSOLIDATED BALANCE SHEETS

(in thousands, except share and per share amounts)

	<u>June 30, 2015</u> <i>(Unaudited)</i>	<u>December 31, 2014</u>
Current Assets:		
Cash	\$ 7,449	\$ 12,122
Contract receivables, net	283,206	260,254
Prepaid expenses and other	9,011	10,338
Income tax receivable	—	5,715
Total current assets	<u>299,666</u>	<u>288,429</u>
Total property and equipment, net of accumulated depreciation of \$65,460 and \$58,357 as of June 30, 2015 and December 31, 2014, respectively	43,292	43,241
Other assets:		
Goodwill	693,188	687,778
Other intangible assets, net	68,104	76,707
Restricted cash	1,389	1,478
Other assets	13,470	12,707
Total Assets	<u>\$ 1,119,109</u>	<u>\$ 1,110,340</u>
Current Liabilities:		
Accounts payable	\$ 61,513	\$ 65,755
Accrued salaries and benefits	46,049	56,314
Accrued expenses and other current liabilities	40,823	42,308
Deferred revenue	31,517	31,554
Income tax payable	2,144	—
Deferred income taxes	7,685	7,312
Total current liabilities	<u>189,731</u>	<u>203,243</u>
Long-term Liabilities:		
Long-term debt	360,000	350,052
Deferred rent	15,601	19,997
Deferred income taxes	23,828	27,886
Other	16,104	8,473
Total Liabilities	<u>605,264</u>	<u>609,651</u>
Commitments and Contingencies		
Stockholders' Equity:		
Preferred stock, par value \$.001 per share; 5,000,000 shares authorized; none issued	—	—
Common stock, par value \$.001 per share; 70,000,000 shares authorized; 21,278,102 and 21,035,654 issued; and 19,400,014 and 19,430,154 outstanding as of June 30, 2015 and December 31, 2014, respectively	21	21
Additional paid-in capital	274,748	267,206
Retained earnings	303,011	285,937
Treasury stock	(60,865)	(49,994)
Accumulated other comprehensive loss	(3,070)	(2,481)
Total Stockholders' Equity	<u>513,845</u>	<u>500,689</u>
Total Liabilities and Stockholders' Equity	<u>\$ 1,119,109</u>	<u>\$ 1,110,340</u>

The accompanying notes are an integral part of these consolidated financial statements.

ICF International, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)

(in thousands, except per share amounts)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Gross Revenue	\$ 288,949	\$ 263,860	\$ 562,476	\$ 508,912
Direct Costs	178,251	166,667	342,820	320,397
Operating costs and expenses:				
Indirect and selling expenses	83,782	74,232	168,615	143,869
Depreciation and amortization	3,894	3,190	7,742	6,266
Amortization of intangible assets	4,288	2,197	8,603	4,156
Total operating costs and expenses	91,964	79,619	184,960	154,291
Operating income	18,734	17,574	34,696	34,224
Interest expense	(2,489)	(774)	(5,053)	(1,488)
Other expense	(1,190)	(621)	(1,421)	(656)
Income before income taxes	15,055	16,179	28,222	32,080
Provision for income taxes	5,881	6,181	11,148	12,366
Net income	\$ 9,174	\$ 9,998	\$ 17,074	\$ 19,714
Earnings per Share:				
Basic	\$ 0.47	\$ 0.51	\$ 0.88	\$ 1.00
Diluted	\$ 0.47	\$ 0.50	\$ 0.86	\$ 0.98
Weighted-average Shares:				
Basic	19,475	19,795	19,462	19,799
Diluted	19,706	20,082	19,805	20,213
Other comprehensive income (loss):				
Foreign currency translation adjustments, net of tax	1,499	807	(589)	460
Comprehensive income, net of tax	\$ 10,673	\$ 10,805	\$ 16,485	\$ 20,174

The accompanying notes are an integral part of these consolidated financial statements.

ICF International, Inc. and Subsidiaries

CONSOLIDATED STATEMENTS OF CASH FLOWS (UNAUDITED)

(in thousands)

	Six Months Ended June 30,	
	2015	2014
Cash Flows from Operating Activities		
Net income	\$ 17,074	\$ 19,714
Adjustments to reconcile net income to net cash provided by (used in) operating activities:		
Non-cash equity compensation	5,701	6,831
Depreciation and amortization	16,345	10,422
Other adjustments, net	(736)	(610)
Changes in operating assets and liabilities, net of the effect of acquisitions:		
Contract receivables, net	(23,956)	(29,125)
Prepaid expenses and other assets	686	(8,765)
Accounts payable	(3,267)	(605)
Accrued salaries and benefits	(10,418)	(1,463)
Accrued expenses	(5,942)	4,339
Deferred revenue	270	(3,773)
Income tax receivable and payable	7,870	(3,973)
Other liabilities	1,362	(832)
Net Cash Provided by (Used in) Operating Activities	4,989	(7,840)
Cash Flows from Investing Activities		
Capital expenditures for property and equipment and capitalized software	(7,148)	(8,103)
Payments for business acquisitions, net of cash received	(1,818)	(57,718)
Net Cash Used in Investing Activities	(8,966)	(65,821)
Cash Flows from Financing Activities		
Advances from working capital facilities	211,777	270,901
Payments on working capital facilities	(201,829)	(178,093)
Debt issue costs	(17)	(753)
Proceeds from exercise of options	495	1,532
Tax benefits of stock option exercises and award vesting	1,234	3,167
Net payments for stockholder issuances and buybacks	(10,760)	(23,954)
Net Cash Provided by Financing Activities	900	72,800
Effect of exchange rate changes on cash	(1,596)	(66)
Decrease in Cash	(4,673)	(927)
Cash, beginning of period	12,122	8,953
Cash, end of period	\$ 7,449	\$ 8,026
Supplemental Disclosure of Cash Flow Information		
Cash paid during the period for:		
Interest	\$ 5,940	\$ 1,293
Income taxes	\$ 9,263	\$ 13,666

The accompanying notes are an integral part of these consolidated financial statements.

Notes to Consolidated Financial Statements

(Dollar amounts in tables in thousands, except per share amounts)

Note 1. Basis of Presentation and Nature of Operations

Interim Results

The unaudited consolidated financial statements included in this Quarterly Report on Form 10-Q have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission (the “SEC”). These rules and regulations permit some of the information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) to be condensed or omitted. In management’s opinion, the unaudited consolidated financial statements contain all adjustments that are of a normal recurring nature, necessary for a fair presentation of the results of operations and financial position of ICF International, Inc. and its subsidiaries (collectively, the “Company”) for the interim periods presented. The Company reports operating results and financial data in one operating and reportable segment. Operating results for the six-month period ended June 30, 2015 are not necessarily indicative of the results that may be expected for the year ending December 31, 2015. The Company believes the carrying values of cash and cash equivalents, accounts receivable, accounts payable, accrued expenses, and other current liabilities approximate their estimated fair values at June 30, 2015, due to their short maturities. The Company recognizes activity related to its forward contract agreements at fair value. At June 30, 2015, the impact of the hedges to the consolidated financial statements was immaterial. The Company believes the carrying value of the lines of credit payable approximate the estimated fair value for debt with similar terms, interest rates, and remaining maturities currently available to companies with similar credit ratings at June 30, 2015. These unaudited consolidated financial statements should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2014, and the notes thereto included in the Company’s Annual Report on Form 10-K, filed with the SEC on February 27, 2015.

Nature of Operations

The Company provides management, technology, and policy consulting and implementation services in the areas of energy, environment, and infrastructure; health, education and social programs; safety and security; and consumer and financial. The Company’s major clients are federal government departments and agencies, most significantly the Department of Health and Human Services (“HHS”), Department of State (“DOS”) and Department of Defense (“DoD”). The Company also serves U.S. state and local government departments and agencies; non-governmental organizations, international governments, and multilateral institutions; and commercial clients worldwide, such as airlines, airports, electric and gas utilities, oil companies, hospitals and health-related companies, banks and other financial services companies, travel and hospitality providers, non-profits/associations, law firms, and manufacturing, retail, and distribution businesses. The Company offers a full range of services to these clients, from strategy, concept analysis and design through implementation/execution, evaluation, and, when applicable, ongoing support and improvement/innovation.

The Company, incorporated in Delaware, is headquartered in Fairfax, Virginia. It maintains offices throughout the world, including over 55 offices in the U.S. and over 15 offices outside the United States, including offices in the United Kingdom, Belgium, China, India and Canada.

Note 2. Summary of Significant Accounting Policies

Other Comprehensive Income

Other comprehensive income represents foreign currency translation adjustments arising from the use of differing exchange rates from period to period. The financial positions and results of operations of the Company’s foreign subsidiaries are based on the local currency as the functional currency and are translated to U.S. dollars for financial reporting purposes. Assets and liabilities of the subsidiaries are translated at the exchange rate in effect at each period-end. Income statement accounts are translated at the average rate of exchange prevailing during the period. Translation adjustments are included in accumulated other comprehensive income (loss) in stockholders’ equity. The activity included in other comprehensive income (loss) related to foreign currency translation adjustments for each period reported is summarized below:

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2015	2014	2015	2014
Foreign currency translation adjustments	\$ 833	\$ 281	\$ (1,255)	\$ (66)
Realized losses reclassified into earnings, net of tax ⁽¹⁾	666	526	666	526
Other comprehensive income (loss), net of tax	<u>\$ 1,499</u>	<u>\$ 807</u>	<u>\$ (589)</u>	<u>\$ 460</u>

(1) Represents the reclassification of foreign currency translation adjustments from accumulated other comprehensive loss into earnings as a result of closing international offices. Amounts are included in the other expense line item in the Consolidated Statements of Comprehensive Income.

Recent Accounting Pronouncements

Recent Accounting Pronouncements not yet Adopted

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. ASU 2014-09 provides a single comprehensive revenue recognition framework and supersedes almost all existing revenue recognition guidance. Included in the new principles-based revenue recognition model are changes to the basis for deciding on the timing for revenue recognition. In addition, the standard expands and improves revenue disclosures. On April 1, 2015, the FASB proposed a one-year deferral of the effective date of the new revenue recognition standard. The proposal was affirmed by the FASB on July 9, 2015 and will be finalized through an Accounting Standards Update. As a result, ASU 2014-09 is effective for the Company for its fiscal year 2018 and can be adopted either retrospectively to each prior reporting period presented or as a cumulative effect adjustment as of the date of adoption. Adoption of ASU 2014-09 as of the original effective date is also permitted. The Company is currently evaluating the impact of adopting ASU 2014-09.

In April 2015, the FASB issued ASU 2015-03, *Simplifying the Presentation of Debt Issuance Costs (Subtopic 835-30)* which amends the current presentation of debt issuance costs in the financial statements. ASU 2015-03 requires that debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts, instead of as an asset. The amendments are to be applied retrospectively and are effective for public business entities for fiscal years, and for interim periods within those fiscal years, beginning after December 15, 2015, but early adoption is permitted. The adoption of ASU 2015-03 is not expected to have a material impact on the Company's consolidated financial statements.

Note 3. Business Combinations

OCO Holdings, Inc.

On November 5, 2014, the Company completed the acquisition of OCO Holdings, Inc. (and including its subsidiary, Olson + Co., Inc., "Olson") a leading provider of marketing technology and digital services based in Minneapolis, Minnesota. As a result of the acquisition, Olson became a wholly-owned subsidiary of the Company. The aggregate purchase price of approximately \$298.2 million in cash was funded by the Company's Credit Facility (as defined in Note 6 below). The acquisition expands the Company's existing digital technology and strategic communications work and strengthens its ability to bring more integrated solutions to an expanded client base including multi-channel marketing initiatives across web, mobile, email, social, print, broadcast and off-premise platforms. For further discussion of the Olson acquisition, refer to "Note F, *Business Combinations*" in the Company's Annual Report on Form 10-K for the year ended December 31, 2014, filed with the SEC on February 27, 2015.

The acquisition was accounted for under the purchase method. The preliminary allocation of the total purchase price to the tangible and intangible assets and liabilities of Olson is based on management's preliminary estimate of fair value as of the acquisition date and is subject to revision until the purchase price adjustments and valuations of intangible assets and goodwill are finalized, which will be completed within a one-year measurement period ending November 5, 2015. Due to the significance of the Olson acquisition, use of the measurement period is necessary to adequately analyze all the factors used in establishing the asset and liability fair values as of the acquisition date. The Company engaged an independent valuation firm to assist management in the allocation of the purchase price to goodwill and to other acquired intangible assets. During the six months ended June 30, 2015, the Company recorded an increase to goodwill of \$5.8 million related to measurement period adjustments to the preliminary purchase price allocation. The measurement period adjustments include reductions of \$7.3 million and \$5.9 million to the valuation of fixed assets and accrued expenses and other liabilities, respectively, and increases of \$0.2 million and \$2.4 million to accrued salaries and benefits and deferred taxes and income tax payable, respectively. Additionally, there was a \$1.8 million holdback adjustment that increased the purchase price to \$298.2 million.

As of June 30, 2015, the Company has allocated approximately \$230.9 million to goodwill resulting from the preliminary purchase price allocation summarized as follows (in thousands):

Cash	\$ 8,816
Contract receivables	36,879
Other current and non-current assets	1,512
Property and equipment	8,571
Customer-related intangibles	60,338
Marketing-related intangibles	3,947
Developed technology intangibles	578
Goodwill	230,936
Total Assets	351,577
Accounts payable	9,792
Accrued expenses and other liabilities	7,126
Accrued salaries and benefits	5,378
Deferred revenue	9,742
Deferred taxes and income tax payable	21,331
Total Liabilities	53,369
Net Assets	\$ 298,208

The results of operations of the Olson acquisition are included in the Company's consolidated statements of comprehensive income for the three and six months ended June 30, 2015. The following unaudited condensed pro forma information presents combined financial information as if the acquisition of Olson had been effective at the beginning of fiscal year 2013. The pro forma information includes adjustments reflecting changes in the amortization of intangibles, stock-based compensation expense, and interest expense, and records income tax effects as if Olson had been included in the Company's results of operations. The pro forma information for the six months ended June 30, 2014 also includes an adjustment to eliminate \$1.9 million of operating income related to the reduction of an Olson contingent liability that was settled as a result of the acquisition. The unaudited pro forma financial information is not necessarily indicative of the results that actually would have occurred had the acquisition been completed at the beginning of 2013 (in thousands except per share amounts):

	Three Months Ended June 30, 2014	Six Months Ended June 30, 2014
Revenue	\$ 300,507	\$ 579,711
Operating income	20,273	38,223
Net income	10,748	20,097
Earnings per share:		
Basic earnings per share	\$ 0.54	\$ 1.02
Diluted earnings per share	\$ 0.53	\$ 0.99

Mostra SA

In February 2014, the Company completed its acquisition of Mostra SA ("Mostra"), a strategic communications consulting company based in Brussels, Belgium. Mostra offers end-to-end, multichannel communications solutions to assist government and commercial clients, in particular the European Commission. The acquisition extends the Company's strategic communications capabilities globally to complement its policy work and enhance its strategy of providing a full suite of services that leverages its research and advisory services. During the first quarter of 2015, the Company finalized its valuation of the assets acquired and liabilities assumed as a result of the acquisition. The purchase was immaterial to the Company's financial statements taken as a whole.

CityTech, Inc.

In March 2014, the Company acquired CityTech, Inc. ("CityTech"), a Chicago-based digital interactive consultancy specializing in enterprise applications development, web experience management, mobile application development, cloud enablement, managed services, and customer experience management solutions. The acquisition adds expertise to the Company's content management capabilities and complements its digital and interactive business. During the first quarter of 2015, the Company finalized its valuation of the assets acquired and liabilities assumed as a result of the acquisition. The purchase was immaterial to the Company's financial statements taken as a whole.

Ecommerce Accelerator LLC

In July 2013, the Company hired the staff of, and purchased certain assets and liabilities from Ecommerce Accelerator LLC (“ECA”), an e-commerce technology services firm based in New York, New York. In connection with the acquisition, the Company recorded a contingent consideration payable at the estimated fair value of \$2.8 million at December 31, 2013. The fair value of the contingent liability was reduced to zero in the first quarter of 2014 and the change in the fair value measurement of \$2.8 million was recorded as a reduction to indirect and selling expenses. The Company is no longer required to pay contingent consideration to ECA, as the parties mutually agreed to the release of this potential obligation in the third quarter of 2014. The purchase was immaterial to the Company’s financial statements taken as a whole.

Note 4. Contract Receivables

Contract receivables consisted of the following:

	<u>June 30, 2015</u>	<u>December 31, 2014</u>
Billed	\$ 178,413	\$ 165,934
Unbilled	107,340	96,207
Allowance for doubtful accounts	(2,547)	(1,887)
Contract receivables, net	<u>\$ 283,206</u>	<u>\$ 260,254</u>

Contract receivables, net of the established allowance for doubtful accounts, are stated at amounts expected to be realized in future periods. Unbilled receivables result from revenue that has been earned in advance of billing. Unbilled receivables can be invoiced at contractually defined intervals or milestones, as well as upon completion of the contract or government audits. The Company anticipates that the majority of unbilled receivables will be substantially billed and collected within one year, and therefore, classifies them as current assets in accordance with industry practice.

The Company considers a number of factors in its estimate of allowance for doubtful accounts, including the customer’s financial condition, historical collection experience, and other factors that may bear on collectability of the receivables. The Company writes off contract receivables when such amounts are determined to be uncollectible. Losses have historically been within management’s expectations.

Note 5. Commitments and Contingencies

Litigation and Claims

The Company is involved in various legal matters and proceedings arising in the ordinary course of business. While these matters and proceedings cause it to incur costs, including, but not limited to, attorneys’ fees, the Company currently believes that any ultimate liability arising out of these matters and proceedings will not have a material adverse effect on the Company’s financial position, results of operations, or cash flows.

Road Home Contract

Although no legal proceeding has been commenced, the Company has received correspondence from the Office of Community Development of the State of Louisiana, claiming that the Company is responsible for the overpayment of Road Home program grant funds to some grant applicants. The State has also indicated that, as it continues to review homeowner grant calculations, it expects to assert additional demands in the future, increasing the aggregate claim amount. The total claim received by the Company to date is approximately \$143.9 million. The Company believes this claim has no merit, intends to vigorously defend its position, and has therefore not recorded a liability as of June 30, 2015.

Note 6. Long-Term Debt

The Company entered into a Fourth Amended and Restated Business Loan and Security Agreement with a syndication of 11 commercial banks on May 16, 2014, which was further modified on November 5, 2014 (the “Credit Facility”). The Credit Facility matures on May 16, 2019 (five years from the closing date). The Credit Facility allows for borrowings of up to \$500.0 million without a borrowing base requirement, taking into account financial, performance-based limitations and provides for an “accordion,” which permits additional revolving credit commitments of up to \$100.0 million, subject to lenders’ approval. The Credit Facility provides for stand-by letters of credit aggregating up to \$30.0 million that reduce the funds available under the revolving line of credit when issued. The Credit Facility is collateralized by substantially all of the assets of the Company and requires that the Company remain in compliance with certain financial and non-financial covenants. The financial covenants, as defined in the Credit Facility, require, among other things, that the Company maintain, on a consolidated basis for each quarter, a fixed charge coverage ratio of not less than 1.25 to 1.00 and a leverage ratio of not more than 3.75 to 1.00. As of June 30, 2015, the Company was in compliance with its covenants under the Credit Facility.

The Company has the ability to borrow funds under its Credit Facility at interest rates based on both LIBOR and prime rates, at its discretion, plus their applicable margins. Interest rates on debt outstanding ranged from 2.17% to 4.25% for the first six months of 2015.

As of June 30, 2015, the Company had \$360.0 million in long-term debt outstanding, \$3.7 million in outstanding letters of credit, and unused borrowing capacity of \$136.3 million under the Credit Facility (excluding the accordion). Taking into account the financial, performance-based limitations, available borrowing capacity (excluding the accordion) was \$87.5 million as of June 30, 2015.

Note 7. Accounting for Stock-Based Compensation

On June 5, 2015, the Company's stockholders approved an amendment (the "Amendment") to the ICF International, Inc. 2010 Omnibus Incentive Plan (as amended, the "Omnibus Plan"). The Amendment, among other items, increased the new shares available for issuance under the Omnibus Plan by 1,540,000 shares from 3,550,000 to 5,090,000 (for an aggregate 5,966,186 shares, which includes shares that remained available under the 2006 Long-Term Equity Incentive Plan when the Omnibus Plan was initially adopted). The Omnibus Plan provides for the granting of options, stock appreciation rights, restricted stock, restricted stock units ("RSUs"), performance shares, performance units, cash-based awards, and other stock-based awards to all officers, key employees, and non-employee directors of the Company. Under the terms of the Omnibus Plan, shares awarded that are not stock options or stock appreciation rights, are counted as 1.93 shares deducted for every one share delivered under those awards.

The Company recognized stock-based compensation expense of \$3.6 million and \$2.7 million for the three months ended June 30, 2015, and June 30, 2014, respectively, and \$7.6 million and \$6.6 million for the six months ended June 30, 2015 and June 30, 2014, respectively. Unrecognized compensation expense of \$19.0 million as of June 30, 2015, related to unvested stock options and unsettled RSUs, is expected to be recognized over a weighted-average period of approximately 2.6 years. The unrecognized compensation expense related to cash-settled RSUs ("CSRSUs") totaled approximately \$16.1 million at June 30, 2015 and is expected to be recognized over a weighted-average period of approximately 3.1 years. During the six months ended June 30, 2015, the Company granted approximately 0.2 million shares in the form of stock-settled RSUs, and granted approximately 0.1 million shares in the form of CSRSUs to its employees.

In the first quarter of 2015, the Company's Board of Directors approved a performance-based share program (the "Program") that provides for the issuance of performance shares to its senior management. Under the Program, the number of performance shares that the participant will receive depends on the Company's achievement of two performance goals during two performance periods. The performance goals under the Program are based on (i) the Company's compounded annual growth rate in earnings per share ("EPS") during a performance period from January 1, 2015 through December 31, 2016, and (ii) the Company's cumulative total shareholder return ("rTSR") relative to its peer group during a performance period from January 1, 2015 through December 31, 2017. The performance shares will only be eligible to vest following the expiration of the three-year performance period ending on December 31, 2017. Actual shares vested will be subject to both continued employment by the Company (barring certain exceptions) and actual financial measures achieved. The actual number of shares of common stock that will be issued to each participant at the end of the applicable performance period will be determined by multiplying the award by the product of two percentages, one based on the Company's EPS performance and a second one based on the Company's rTSR performance, subject to a minimum and maximum performance level. The Company recognizes expense for these awards on a straight-line basis over the three-year performance period based on the estimated fair value of the awards and the estimated number of shares expected to vest. The initial estimate for shares expected to vest is based on target performance and adjusted as appropriate throughout the performance period. The fair value of the awards is estimated on the grant date using a Monte Carlo simulation model due to the rTSR component.

During the six months ended June 30, 2015, the Company granted approximately 0.1 million performance awards with a grant-date fair value of \$44.21 per share. Compensation expense recognized related to performance awards for the three and six months ended June 30, 2015 was \$0.2 million and \$0.3 million, respectively. Unrecognized compensation expense related to performance awards of \$2.3 million as of June 30, 2015 is expected to be recognized over a weighted-average period of approximately 2.5 years.

As of June 30, 2015, the Company had approximately 2.6 million shares available for grant under the Omnibus Plan. CSRSUs have no impact on the shares available for grant under the Omnibus Plan, and have no impact on the calculated shares used in EPS calculations.

Note 8. Income Taxes

The Company's effective tax rate for the three-month and six-month periods ended June 30, 2015, was 39.1% and 39.5%, respectively.

The Company is subject to federal income taxes in the U.S. and various state and foreign jurisdictions. Tax statutes and regulations within each jurisdiction are subject to interpretation and require the application of significant judgment. The Company's 2008 through 2014 tax years remain subject to examination by the Internal Revenue Service for U.S. federal tax purposes. In addition, certain significant state and foreign tax jurisdictions tax returns are either currently under examination or remain open under the statute of limitations and subject to examination for the tax years from 2008 to 2014.

The Company's total liability for unrecognized tax benefits as of June 30, 2015 and June 30, 2014 was \$0.7 million. Included in the balance as of June 30, 2015 was \$0.5 million of tax positions that, if recognized, would have a favorable impact on the Company's effective tax rate. The Company believes it is reasonably possible that, during the next 12 months, the Company's liability for uncertain tax benefits may decrease by approximately \$0.3 million.

The Company reports penalties and interest related to unrecognized tax benefits in net income before tax. The Company has made no provision for deferred U.S. income taxes or additional foreign taxes on future unremitted earnings of its controlled foreign subsidiaries because the Company considers these earnings to be permanently invested.

Note 9. Share Repurchase Program

The Company's Board of Directors approved a share repurchase plan effective in November 2013 and expiring in November 2015, authorizing the Company to repurchase its outstanding common stock. In March 2015, the plan was amended to increase the amount authorized for repurchases from \$35.0 million to \$75.0 million. The purchases are funded from existing cash balances and/or borrowings, and the repurchased shares are held in treasury and used for general corporate purposes. During the six months ended June 30, 2015, the Company repurchased 213,779 shares totaling \$8.0 million under this program. Of the \$75.0 million approved for share repurchases, approximately \$37.2 million remained available as of June 30, 2015.

Note 10. Earnings Per Share

EPS is computed by dividing reported net income by the weighted-average number of shares outstanding. Diluted EPS considers the potential dilution that could occur if common stock equivalents were exercised or converted into stock. The difference between the basic and diluted weighted-average equivalent shares with respect to the Company's EPS calculation is due entirely to the assumed exercise of stock options and the vesting and settlement of RSUs. Performance awards are included in the computation of diluted shares only to the extent that the underlying performance conditions (i) are satisfied as of the end of the reporting period or (ii) would be considered satisfied if the end of the reporting period were the end of the related performance period and the result would be dilutive under the treasury stock method. The Company's performance awards outstanding at June 30, 2015 did not meet the related performance conditions and therefore were excluded from the calculation of diluted EPS. For the three-month periods ended June 30, 2015 and 2014, approximately 0.4 million and 0.3 million weighted-average shares, respectively, were excluded from the calculation of EPS because they were anti-dilutive. For each of the six-month periods ended June 30, 2015 and 2014, approximately 0.2 million weighted-average shares were excluded from the calculation of EPS because they were anti-dilutive.

The dilutive effect of stock options and RSUs for each period reported is summarized below:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Net Income	\$ 9,174	\$ 9,998	\$ 17,074	\$ 19,714
Weighted-average number of basic shares outstanding during the period	19,475	19,795	19,462	19,799
Dilutive effect of stock options, restricted stock and RSUs	231	287	343	414
Weighted-average number of diluted shares outstanding during the period	19,706	20,082	19,805	20,213
Basic earnings per share	\$ 0.47	\$ 0.51	\$ 0.88	\$ 1.00
Diluted earnings per share	\$ 0.47	\$ 0.50	\$ 0.86	\$ 0.98

Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations

FORWARD-LOOKING STATEMENTS

Some of the statements in this Quarterly Report on Form 10-Q constitute forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995, as amended. These statements involve known and unknown risks, uncertainties, and other factors that may cause our actual results, levels of activity, performance, or achievements to be materially different from any future results, levels of activity, performance, or achievements expressed or implied by such forward-looking statements. In some cases, you can identify these statements by forward-looking words such as “anticipate,” “believe,” “could,” “estimate,” “expect,” “intend,” “may,” “plan,” “potential,” “should,” “will,” “would,” or similar words. You should read statements that contain these words carefully. The risk factors described in our filings with the SEC, as well as any cautionary language in this Quarterly Report on Form 10-Q, provide examples of risks, uncertainties, and events that may cause our actual results to differ materially from the expectations we describe in our forward-looking statements, including, but not limited to:

- our dependence on contracts with federal, state and local, and international governments, agencies and departments for the majority of our revenue;
- failure by Congress or other governmental bodies to approve budgets in a timely fashion and reductions in government spending including, but not limited to, budgetary cuts resulting from automatic sequestration under the Budget Control Act of 2011;
- results of routine and non-routine government audits and investigations;
- dependence of our commercial work on certain sectors of the global economy that are highly cyclical;
- failure to receive the full amount of our backlog;
- difficulties in integrating acquisitions generally;
- risks resulting from expanding our service offerings and client base;
- the claim arising from our completed Road Home contract with the State of Louisiana; and
- additional risks as a result of having international operations.

Our forward-looking statements are based on the beliefs and assumptions of our management and the information available to our management at the time these disclosures were prepared. Although we believe the expectations reflected in these statements are reasonable, we cannot guarantee future results, levels of activity, performance, or achievements. You should not place undue reliance on these forward-looking statements, which apply only as of the date of this Quarterly Report on Form 10-Q. We undertake no obligation to update these forward-looking statements, even if our situation changes in the future.

The terms “we,” “our,” “us,” and the “Company,” as used throughout this Quarterly Report on Form 10-Q refer to ICF International, Inc. and its consolidated subsidiaries, unless otherwise indicated. The term “federal government” refers to the United States (U.S.) federal government, unless otherwise indicated.

OVERVIEW AND OUTLOOK

We provide management, technology, and policy consulting and implementation services to government and commercial clients. We help our clients conceive, develop, implement, and improve solutions that address complex natural resource, social, and public safety issues. Our services primarily address four key markets: energy, environment, and infrastructure; health, education and social programs; safety and security; and consumer and financial. In the first quarter of 2015, we began to break out our revenues into four markets instead of three by adding a new market related to our consumer and financial client revenue, which was previously included in the health, social programs, and consumer/financial market. As a result, we changed the name of that market to health, education and social programs and have presented prior year amounts based on the new market categories. We also changed the name of our public safety and defense market and renamed it safety and security to more accurately reflect the nature of our client base. The criteria for determining the clients, and related revenue, presented in each of the classifications remained the same; however, due to the acquisition of Olson, we have broadened our services in the consumer and financial market and the addition of this key market reflects our current business. The services we provide across these four markets deliver value throughout the entire life cycle of a policy, program, project, or initiative, from strategy, concept analysis and design through implementation/execution, evaluation, and, when applicable, ongoing support and improvement/innovation.

We categorize our clients into two client classifications: government and commercial. Within the government classification, we present three client sub-classifications: U.S. federal government, U.S. state and local government, and international government. Our major clients are federal government departments and agencies. Our federal government clients have included every cabinet-level department, most significantly HHS, DOS, and DoD. We also serve a variety of commercial clients, primarily in aviation, energy, health, retail and financial services industries, including airlines, airports, electric and gas utilities, oil companies, hospitals and health-related companies, banks and other financial services companies, travel and hospitality providers, non-profits/associations, law firms, and manufacturing, retail, and distribution businesses. For the six months ended June 30, 2015, revenue generated by federal government clients and commercial clients was 47% and 36%, respectively. The remaining 17% of revenue was generated by U.S. state and local government clients, as well as international government clients.

We report operating results and financial data as a single segment based on the information used by our chief operating decision-maker in evaluating the performance of our business and allocating resources. Our single segment represents our core business—professional services for government and commercial clients. Although we describe our multiple service offerings to four markets to provide a better understanding of our business, we do not manage our business or allocate our resources based on those service offerings or markets.

In the first six months of 2015, we saw growth in commercial client revenue, while federal government revenue and U.S. state and local government revenue was relatively flat and international revenue declined, mainly due to the impact of foreign currency exchange rate fluctuations. Gross revenue increased to \$562.5 million representing an increase of 10.5% for the six months ended June 30, 2015 compared to the prior-year period. Operating income increased 1.4% to \$34.7 million for the six months ended June 30, 2015 compared to the prior-year period, however net income decreased 13.4% to \$17.1 million driven by higher interest expense due to borrowings to fund the Olson acquisition, as well as an increase in other expense due to higher realized foreign currency translation losses as a result of closing certain international offices.

We anticipate that our recent acquisitions will contribute to the continued diversification of our revenue sources, consistent with our growth strategy. During 2014, we acquired three companies, Olson, Mostra and CityTech. See “Note 3, *Business Combinations*” in the Notes to Consolidated Financial Statements for a more detailed discussion of these acquisitions. The acquisition of Olson, a leading provider of marketing technology and digital services, was significant and was completed on November 5, 2014. The aggregate purchase price of approximately \$298.2 million in cash was funded by our Credit Facility. Due to the increased level of debt outstanding under our Credit Facility, applicable interest rates, as determined by the pricing matrices governing the Credit Facility, increased approximately one percentage point following the acquisition. As a result of the acquisitions of Olson and CityTech, we expect our concentration of business to commercial clients and within the consumer and financial market will continue to increase as a percentage of our total revenue.

We believe that demand for our services will continue to grow as government, industry, and other stakeholders seek to address critical long-term societal and natural resource issues in our key markets due to heightened concerns about clean energy and energy efficiency; health promotion, treatment, and cost control; and ever-present homeland security threats. We also see significant opportunity to leverage further our digital and client engagement capabilities across our commercial and government client base. Our future results will depend on the success of our strategy to enhance our client relationships and seek larger engagements across the program life cycle in our four key markets, and to complete and successfully integrate additional acquisitions. In our four markets, we will continue to focus on building scale in vertical and horizontal domain expertise; developing business with both our government and commercial clients; and replicating our business model geographically throughout the world. In doing so, we will continue to evaluate acquisition opportunities that enhance our subject matter knowledge, broaden our service offerings, and/or provide scale in specific geographies.

Federal government revenue currently accounts for 47% of our total revenue. While we continue to see favorable long-term market opportunities, there are certain near-term challenges facing all government service providers, including top-line legislative constraints on federal government discretionary spending that limit expenditure growth through 2021. Actions by Congress could result in a delay or reduction to our revenue, profit, and cash flow and could have a negative impact on our business and results of operations; however, we believe we are well positioned in markets that have been, and will continue to be, priorities to the federal government.

We believe that the combination of internally-generated funds, available bank borrowings, and cash and cash equivalents on hand will provide the required liquidity and capital resources necessary to fund on-going operations, potential acquisitions, customary capital expenditures, and other current working capital requirements.

Key Services:

Our key services include:

- **Research and Analytic Services.** We research critical policy, industry, and stakeholder issues, trends, and behavior. We collect and analyze wide varieties of data to understand critical issues and options for our clients.
- **Assessment and Advisory Services.** We measure/assess results and their impact and, based on those assessments, we provide advice to our clients on how to navigate societal, market, business, communication, and technology challenges.
- **Design and Management Services.** We design, develop, and manage plans, frameworks, programs and tools that are key to our clients' mission or business performance. These programs often relate to the analytics and advice we provide.
- **Solution Identification and Implementation Services.** We identify, define, and implement technology systems and business tools that make our clients' organizations more effective and efficient. These solutions are implemented through a wide range of standard and customized methodologies designed to match our clients' business context.
- **Engagement Services.** We inform and engage our clients' constituents, customers, and employees through marketing, multichannel and strategic communications, and enterprise training programs. Our engagement services frequently rely on our digital design and implementation skills.

Our clients utilize our services because we offer a combination of deep subject-matter expertise, technical solutions, and institutional experience in our market areas. We believe that our domain expertise and the program knowledge developed from our research and analytic, and assessment and advisory engagements (which we refer to hereafter as "research and advisory services") further position us to provide our full suite of services.

Key Markets:

Our services primarily address four key markets:

- **Energy, Environment, and Infrastructure.** We provide research and advisory services on energy and environmental issues for both government and commercial clients relating to power markets, energy demand, environmental policy, and the transportation industry. We develop implementation solutions for industry-related challenges, such as increasing energy efficiency needs, connecting utilities with their customers, and managing the environmental challenges of large infrastructure projects.
- **Health, Education and Social Programs.** We provide research and advisory services, as well as solution identification and implementation services, such as program development and information technology applications, for public health issues and for a variety of social programs, such as those focused on education, housing, and veterans.
- **Safety and Security.** We provide research and advisory and implementation services concerning public safety, including crime and justice, and for homeland security in all phases of program development and critical infrastructure protection. Our services related to safety and security include logistical program support, modeling and simulation, and cybersecurity.
- **Consumer and Financial.** Our consumer/financial business services include end-to-end technology implementations, customer engagement and brand strategy, and marketing and digital services across all channels such as web, social, mobile, intranets and emerging platforms to commercial companies providing consumer products or financial services.

Key Clients:

- **Government.** We provide our key services to government clients including federal government clients, U.S. state and local government clients, and international government clients, together with multilateral institutions.
- **Commercial.** We also provide our key services to commercial clients worldwide, such as airlines, airports, electric and gas utilities, financial institutions, health payer and provider organizations, law firms, multinational corporations, non-governmental organizations, non-profit organizations, oil companies, and retail firms. These clients include both U.S. and international based clients.

Employees and Offices:

We have more than 5,000 employees around the globe, including many recognized as thought leaders in their respective fields. We serve clients globally from our headquarters in the Washington, D.C. metropolitan area, our more than 55 regional offices throughout the United States, and over 15 offices outside the United States, including offices in the United Kingdom, Belgium, China, India and Canada.

CRITICAL ACCOUNTING ESTIMATES

Recent Accounting Pronouncements

New accounting standards are discussed in “Note 2, *Summary of Significant Accounting Policies—Recent Accounting Pronouncements*” in the Notes to Consolidated Financial Statements.

RESULTS OF OPERATIONS

Three Months ended June 30, 2015, compared to Three Months ended June 30, 2014

The following table sets forth certain items from our unaudited consolidated statements of comprehensive income and the period-over-period rate of change in each of them and expresses these items as a percentage of revenue for the periods indicated.

	Three Months Ended June 30,				Year-to-Year Change Three Months Ended June 30,	
	2015	2014	2015	2014	2014 to 2015	
	Dollars (In Thousands)		Percentages		Dollars (In Thousands)	Percent
Gross Revenue	\$ 288,949	\$ 263,860	100.0%	100.0%	\$ 25,089	9.5%
Direct Costs	178,251	166,667	61.7%	63.2%	11,584	7.0%
Operating Costs and Expenses						
Indirect and selling expenses	83,782	74,232	29.0%	28.1%	9,550	12.9%
Depreciation and amortization	3,894	3,190	1.3%	1.2%	704	22.1%
Amortization of intangible assets	4,288	2,197	1.5%	0.9%	2,091	95.2%
Total Operating Costs and Expenses	91,964	79,619	31.8%	30.2%	12,345	15.5%
Operating Income	18,734	17,574	6.5%	6.6%	1,160	6.6%
Other Expense						
Interest expense	(2,489)	(774)	(0.9)%	(0.3)%	(1,715)	221.6%
Other expense	(1,190)	(621)	(0.4)%	(0.2)%	(569)	91.6%
Income before Income Taxes	15,055	16,179	5.2%	6.1%	(1,124)	(6.9)%
Provision for Income Taxes	5,881	6,181	2.0%	2.3%	(300)	(4.9)%
Net Income	\$ 9,174	\$ 9,998	3.2%	3.8%	\$ (824)	(8.2)%

Gross Revenue. Revenue for the three months ended June 30, 2015 was \$288.9 million, compared to \$263.9 million for the three months ended June 30, 2014, representing an increase of \$25.1 million or 9.5%. The increase in revenue is primarily attributable to the 37.3% increase in revenue from commercial clients, which was the result of higher digital interactive program revenue driven by the acquisition of Olson. The increase in commercial revenue was partially offset by a 1.4% decline in total government revenue primarily due to lower international government revenue compared to the prior-year period. The decrease in international government revenue was mainly due to the weakening of certain foreign currencies relative to the U.S. dollar, primarily the Euro and British Pound.

Direct Costs. Direct costs for the three months ended June 30, 2015 were \$178.3 million compared to \$166.7 million for the three months ended June 30, 2014, an increase of \$11.6 million or 7.0%. The increase in direct costs is primarily attributable to direct costs resulting from the acquisition of Olson, partially offset by a reduction in expenses for subcontracted labor. Direct costs as a percent of revenue decreased to 61.7% for the three months ended June 30, 2015, compared to 63.2% for the three months ended June 30, 2014. We generally expect the ratio of direct costs as a percentage of revenue to decrease when our own labor increases relative to subcontracted labor.

Indirect and selling expenses. Indirect and selling expenses for the three months ended June 30, 2015 were \$83.8 million compared to \$74.2 million for the three months ended June 30, 2014, an increase of \$9.6 million or 12.9%. The increase in indirect and selling expenses is primarily attributable to the Olson acquisition. Indirect and selling expenses as a percent of revenue increased to 29.0% for the three months ended June 30, 2015, compared to 28.1% for the three months ended June 30, 2014.

Depreciation and amortization. Depreciation and amortization was \$3.9 million for the three months ended June 30, 2015 compared to \$3.2 million for the three months ended June 30, 2014. The increase in depreciation and amortization of \$0.7 million or 22.1% was largely due to the acquisition of Olson.

Amortization of intangible assets. Amortization of intangible assets for the three months ended June 30, 2015 was \$4.3 million compared to \$2.2 million for the three months ended June 30, 2014. The \$2.1 million increase was primarily due to the addition of \$64.9 million of intangible assets as a result of the Olson acquisition.

Operating Income. For the three months ended June 30, 2015, operating income was \$18.7 million compared to \$17.6 million for the three months ended June 30, 2014, an increase of \$1.2 million or 6.6%. Operating income as a percent of revenue was 6.5% for the three months ended June 30, 2015, compared to 6.6% for the three months ended June 30, 2014.

Interest expense. For the three months ended June 30, 2015, interest expense was \$2.5 million, compared to \$0.8 million for the three months ended June 30, 2014. The \$1.7 million increase was driven by borrowings to fund the acquisition of Olson, and an increase in the applicable interest rates under our Credit Facility due to the increased level of debt outstanding.

Other expense. Other expense was \$1.2 million for the three months ended June 30, 2015 compared to other expense of \$0.6 million for the three months ended June 30, 2014. Other expense for both periods primarily represents the reclassification of foreign currency translation losses from accumulated other comprehensive loss into earnings as a result of closing certain international offices as part of actions taken to improve our cost structure and operations.

Provision for Income Taxes. The effective income tax rate for the three months ended June 30, 2015 and June 30, 2014, was 39.1% and 38.2%, respectively. Our effective tax rate, including state and foreign taxes net of federal benefit, for the quarter ended June 30, 2015, was higher than the statutory tax rate for the quarter primarily due to permanent differences related to compensation costs and other expenses not deductible for tax purposes.

Six Months ended June 30, 2015, compared to Six Months ended June 30, 2014

The following table sets forth certain items from our unaudited consolidated statements of comprehensive income and the period-over-period rate of change in each of them and expresses these items as a percentage of revenue for the periods indicated.

	Six Months Ended June 30,				Year-to-Year Change Six Months Ended June 30,	
	2015	2014	2015	2014	2014 to 2015	
	Dollars (In Thousands)		Percentages		Dollars (In Thousands)	Percent
Gross Revenue	\$ 562,476	\$ 508,912	100.0%	100.0%	\$ 53,564	10.5%
Direct Costs	342,820	320,397	60.9%	63.0%	22,423	7.0%
Operating Costs and Expenses						
Indirect and selling expenses	168,615	143,869	30.0%	28.3%	24,746	17.2%
Depreciation and amortization	7,742	6,266	1.4%	1.2%	1,476	23.6%
Amortization of intangible assets	8,603	4,156	1.5%	0.8%	4,447	107.0%
Total Operating Costs and Expenses	184,960	154,291	32.9%	30.3%	30,669	19.9%
Operating Income	34,696	34,224	6.2%	6.7%	472	1.4%
Other Expense						
Interest expense	(5,053)	(1,488)	(0.9)%	(0.3)%	(3,565)	239.6%
Other expense	(1,421)	(656)	(0.3)%	(0.1)%	(765)	116.6%
Income before Income Taxes	28,222	32,080	5.0%	6.3%	(3,858)	(12.0)%
Provision for Income Taxes	11,148	12,366	2.0%	2.4%	(1,218)	(9.8)%
Net Income	\$ 17,074	\$ 19,714	3.0%	3.9%	\$ (2,640)	(13.4)%

Gross Revenue. Revenue for the six months ended June 30, 2015 was \$562.5 million, compared to \$508.9 million for the six months ended June 30, 2014, representing an increase of \$53.6 million or 10.5%. The increase in revenue is primarily attributable to the 42.5% increase in revenue from commercial clients, which was the result of higher digital interactive program revenue driven by the Olson acquisition. The increase in commercial revenue was partially offset by a 2.0% decline in total government revenue largely due to lower international government revenue compared to the prior-year period. The decrease in international government revenue was mainly due to the weakening of certain foreign currencies relative to the U.S. dollar, primarily the Euro and British Pound.

Direct Costs. Direct costs for the six months ended June 30, 2015 were \$342.8 million compared to \$320.4 million for the six months ended June 30, 2014, an increase of \$22.4 million or 7.0%. The increase in direct costs is primarily attributable to direct costs resulting from the acquisition of Olson, partially offset by a reduction in expenses for subcontracted labor. Direct costs as a percent of revenue decreased to 60.9% for the six months ended June 30, 2015, compared to 63.0% for the six months ended June 30, 2014. We generally expect the ratio of direct costs as a percentage of revenue to decrease when our own labor increases relative to subcontracted labor.

Indirect and selling expenses. Indirect and selling expenses for the six months ended June 30, 2015 were \$168.6 million compared to \$143.9 million for the six months ended June 30, 2014, an increase of \$24.7 million or 17.2%. The increase in indirect and selling expenses is primarily attributable to the Olson acquisition. In addition, the six months ended June 30, 2014 included a \$2.8 million reduction to indirect and selling expenses related to a fair value adjustment for contingent consideration recorded as a result of the ECA acquisition. Indirect and selling expenses as a percent of revenue increased to 30.0% for the six months ended June 30, 2015, compared to 28.3% for the six months ended June 30, 2014.

Depreciation and amortization. Depreciation and amortization was \$7.7 million for the six months ended June 30, 2015, compared to \$6.3 million for the six months ended June 30, 2014. The increase in depreciation and amortization of \$1.5 million, or 23.6%, was largely due to the acquisition of Olson.

Amortization of intangible assets. Amortization of intangible assets for the six months ended June 30, 2015 was \$8.6 million compared to \$4.2 million for the six months ended June 30, 2014. The \$4.4 million increase was primarily due to the addition of \$64.9 million of intangible assets as a result of the Olson acquisition.

Operating Income. For the six months ended June 30, 2015, operating income was \$34.7 million compared to \$34.2 million for the six months ended June 30, 2014, an increase of \$0.5 million or 1.4%. Operating income as a percent of revenue decreased to 6.2% for the six months ended June 30, 2015, from 6.7% for the six months ended June 30, 2014. The decrease in operating income as a percentage of revenue is largely due to higher amortization resulting from the acquisition of Olson and the positive margin impact in the prior-year period due to the change in the fair value of contingent consideration for ECA, partly offset by higher costs during the six months ended June 30, 2014 resulting from approximately \$1.7 million of severance expenses and approximately \$2.0 million of losses incurred on projects acquired as part of our acquisition of ECA.

Interest expense. For the six months ended June 30, 2015, interest expense was \$5.1 million, compared to \$1.5 million for the six months ended June 30, 2014. The \$3.6 million increase was driven by borrowings to fund the acquisition of Olson, and an increase in the applicable interest rates under our Credit Facility due to the increased level of debt outstanding.

Other expense. Other expense was \$1.4 million for the six months ended June 30, 2015 compared to other expense of \$0.7 million for the six months ended June 30, 2014. Other expense for both periods primarily represents the reclassification of foreign currency translation losses from accumulated other comprehensive loss into earnings as a result of closing certain international offices as part of actions taken to improve our cost structure and operations.

Provision for Income Taxes. The effective income tax rate for the six months ended June 30, 2015 and June 30, 2014, was 39.5% and 38.5%, respectively. The rate increase is primarily related to unfavorable adjustments for compensation costs and other expenses permanently not deductible for tax purposes.

SELECTED KEY METRICS

The following table shows our revenue from each of our key four markets as a percentage of total revenue for the periods indicated. For each client, we have attributed all revenue from that client to the market we consider to be the client's primary market, even if a portion of that revenue relates to a different market. In the first quarter of 2015, we began to break out our revenues into four markets instead of three by adding a new market related to our consumer and financial client revenue, which was previously included in the health, social programs, and consumer/financial market. As a result, we changed the name of that market to health, education and social programs and have presented prior year amounts based on the new market categories. We also changed the name of our public safety and defense market and renamed it safety and security to more accurately reflect the nature of our client base. The criteria for determining the clients, and related revenue, presented in each of the classifications remained the same; however, due to the acquisition of Olson, we have broadened our services in the consumer and financial market and the addition of this key market reflects our current business. In addition, certain immaterial revenue amounts in the prior year have been reclassified due to minor adjustments.

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2015	2014	2015	2014
Energy, environment, and infrastructure	33%	34%	34%	34%
Health, education, and social programs	46%	48%	45%	47%
Safety and security	8%	10%	8%	11%
Consumer and financial	13%	8%	13%	8%
Total	100%	100%	100%	100%

The fluctuation in the percentages of revenue by market compared to the prior-year periods is primarily driven by the acquisition of Olson.

Our primary clients are the agencies and departments of the federal government and commercial clients. The following table shows our revenue by type of client as a percentage of total revenue for the periods indicated.

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2015	2014	2015	2014
U.S. federal government	47%	52%	47%	52%
U.S. state and local government	10%	10%	10%	10%
International government	8%	10%	7%	10%
Government	65%	72%	64%	72%
Commercial	35%	28%	36%	28%
Total	100%	100%	100%	100%

The fluctuation in the percentages of revenue by client type compared to the prior-year periods is primarily driven by the acquisition of Olson.

Contract mix

Our contracts with clients include time-and-materials contracts, fixed-price contracts, and cost-based contracts (including cost-based fixed fee, cost-based award fee, and cost-based incentive fee, as well as grants and cooperative agreements). Our contract mix varies from year to year due to numerous factors, including our business strategies and the procurement activities of our clients. Unless the context requires otherwise, we use the term "contracts" to refer to contracts and any task orders or delivery orders issued under a contract.

The following table shows the approximate percentage of our revenue from each of these types of contracts for the periods indicated.

	Three Months Ended		Six Months Ended	
	June 30,		June 30,	
	2015	2014	2015	2014
Time-and-materials	43%	48%	43%	49%
Fixed-price	39%	32%	39%	33%
Cost-based	18%	20%	18%	18%
Total	100%	100%	100%	100%

The increase in fixed-price contracts revenue as a percent of total revenue and the decrease in time-and-materials contracts revenue as a percent of total revenue for the six months ended June 30, 2015 compared to the prior-year periods are primarily due to the increase in fixed-price contracts from the acquisition of Olson.

Time-and-materials contracts. Under time-and-materials contracts, we are paid for labor at fixed hourly rates and generally reimbursed separately for allowable materials, other direct costs, and out-of-pocket expenses. Our actual labor costs may vary from the expected costs that formed the basis for our negotiated hourly rates if we utilize different employees than anticipated, need to hire additional employees at higher wages, increase the compensation paid to existing employees, or are able to hire employees at lower-than-expected rates. Our non-labor costs, such as fringe benefits, overhead, and general and administrative costs, also may be higher or lower than we anticipated. To the extent that our actual labor and non-labor costs under a time-and-materials contract vary significantly from our expected costs or the negotiated hourly rates, we can generate more or less than the targeted amount of profit or, perhaps, incur a loss.

Fixed-price contracts. Under fixed-price contracts, we perform specific tasks for a pre-determined price. Compared to time-and-materials and cost-based contracts, fixed-price contracts involve greater financial risk because we bear the full impact of labor and non-labor costs that exceed our estimates, in terms of costs per hour, number of hours, and all other costs of performance in return for the full benefit of any cost savings. We therefore may generate more or less than the targeted amount of profit or, perhaps, incur a loss.

Cost-based contracts. Under cost-based contracts, (which include cost-based fixed fee, cost-based award fee, and cost-based incentive fee contracts, as well as grants and cooperative agreements), we are paid based on the allowable costs we incur, and usually receive a fee. All of our cost-based contracts reimburse us for our direct labor and fringe-benefit costs that are allowable under the contract; however, certain contracts limit the amount of overhead and general and administrative costs we can recover, which may be less than our actual overhead and general and administrative costs. In addition, our fees are constrained by fee ceilings and, in certain cases, such as with grants and cooperative agreements, we may receive no fee. Because of these limitations, our cost-based contracts, on average, are our least profitable type of contract, and we may generate less than the expected profit, or perhaps, incur a loss. Cost-based fixed-fee contracts specify the fee to be paid. Cost-based incentive-fee and cost-based award-fee contracts provide for increases or decreases in the contract fee, within specified limits, based upon actual results as compared to contractual targets for factors such as cost, quality, schedule, and performance.

Contract backlog

We define *total backlog* as the future revenue we expect to receive from our contracts and other engagements. We generally include in our total backlog the estimated revenue represented by contract options that have been priced, but not exercised. We do not include any estimate of revenue relating to potential future delivery orders that might be awarded under our General Services Administration Multiple Award Schedule contracts, other Indefinite Delivery/Indefinite Quantity (“IDIQ”) contracts, Master Service Agreements (“MSAs”), or other contract vehicles that are also held by a large number of firms and under which potential future delivery orders or task orders might be issued by any of a large number of different agencies, and are likely to be subject to a competitive bidding process. We do, however, include potential future work expected to be awarded under IDIQ contracts that are available to be utilized by a limited number of potential clients and are held either by us alone or by a limited number of firms.

We include expected revenue in *funded backlog* when we have been authorized by the client to proceed under a contract up to the dollar amount specified by our client, and this amount will be owed to us under the contract after we provide the services pursuant to the authorization. If we do not provide services authorized by a client prior to the expiration of the authorization, we remove amounts corresponding to the expired authorization from funded backlog. We do include expected revenue under an engagement in funded backlog when we do not have a signed contract, but only in situations when we have received client authorization to begin or continue working and we expect to sign a contract for the engagement. In this case, the amount of funded backlog is limited to the amount authorized. Our funded backlog does not represent the full revenue potential of our contracts because many government clients, and sometimes other clients, authorize work under a particular contract on a yearly or more frequent basis, even though the contract may extend over several years. Most of the services we provide to commercial clients are provided under contracts or task orders under MSAs with relatively short durations. As a consequence, our backlog attributable to these clients is typically reflected in funded backlog and not in unfunded backlog.

We define *unfunded backlog* as the difference between total backlog and funded backlog. Our estimate of unfunded backlog for a particular contract is based, to a large extent, on the amount of revenue we have recently recognized on that contract, our experience in utilizing contract capacity on similar types of contracts, and our professional judgment. Accordingly, our estimate of total backlog for a contract included in unfunded backlog is sometimes lower than the revenue that would result from our client utilizing all remaining contract capacity.

Although we expect our total backlog to result in revenue, the timing of revenue associated with both funded and unfunded backlog will vary based on a number of factors, and we may not recognize revenue associated with a particular component of backlog when anticipated, or at all. Our government clients generally have the right to cancel any contract, or ongoing or planned work under any contract, at any time. In addition, there can be no assurance that revenue from funded or unfunded backlog will have similar profitability to previous work or will be profitable at all. Generally speaking, we believe the risk that a particular component of backlog will not result in future revenue is higher for unfunded backlog than for funded backlog.

Our funded and estimates of unfunded and total backlog at the dates indicated were as follows:

	June 30,	
	2015	2014
	(in millions)	
Funded	\$ 803.1	\$ 684.7
Unfunded	1,033.9	932.3
Total	<u>\$ 1,837.0</u>	<u>\$ 1,617.0</u>

Service Revenue

Service revenue represents gross revenue less subcontractor and other direct costs such as third-party materials and travel expenses. Service revenue is a measure that we use to evaluate our margins for services performed and, therefore, we believe it is useful to investors. We generally expect the ratio of direct costs as a percentage of revenue to increase when our own labor decreases relative to subcontractor labor or outside consultants.

A reconciliation of gross revenue to service revenue follows:

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Gross revenue	\$ 288,949	\$ 263,860	\$ 562,476	\$ 508,912
Subcontractor and other direct costs	(73,537)	(67,363)	(136,780)	(129,417)
Service revenue	<u>\$ 215,412</u>	<u>\$ 196,497</u>	<u>\$ 425,696</u>	<u>\$ 379,495</u>

EBITDA and Adjusted EBITDA

EBITDA, earnings before interest and other income and/or expense, tax, and depreciation and amortization, is a measure we use to evaluate performance. We believe EBITDA is useful to investors because similar measures are frequently used by securities analysts, investors, and other interested parties in evaluating companies in our industry.

Adjusted EBITDA is EBITDA further adjusted to eliminate the impact of certain items that we do not consider to be indicative of the performance of our ongoing operations. We evaluate these adjustments on an individual basis based on both the quantitative and qualitative aspects of the item, including its size and nature and whether or not we expect it to occur as part of our normal business on a regular basis. We believe that the adjustments applied in calculating adjusted EBITDA are reasonable and appropriate to provide additional information to investors.

EBITDA and adjusted EBITDA are not recognized terms under U.S. GAAP and do not purport to be an alternative to net income as a measure of operating performance, or to cash flows from operating activities as a measure of liquidity. Because not all companies use identical calculations, this presentation of EBITDA and adjusted EBITDA may not be comparable to other similarly titled measures used by other companies. EBITDA and adjusted EBITDA are not intended to be a measure of free cash flow for management's discretionary use, as they do not consider certain cash requirements such as interest payments, tax payments, capital expenditures, and debt service. Our Credit Facility includes covenants based on EBITDA, subject to certain adjustments.

A reconciliation of net income to EBITDA and adjusted EBITDA follows:

(in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Net income	\$ 9,174	\$ 9,998	\$ 17,074	\$ 19,714
Other expense	1,190	621	1,421	656
Interest expense	2,489	774	5,053	1,488
Provision for income taxes	5,881	6,181	11,148	12,366
Depreciation and amortization	8,182	5,387	16,345	10,422
EBITDA	26,916	22,961	51,041	44,646
Acquisition-related expenses (1)	—	86	189	629
Special charges related to severance for staff realignment (2)	—	1,679	—	1,679
Special charges related to office closures	(10)	—	156	—
Adjusted EBITDA	\$ 26,906	\$ 24,726	\$ 51,386	\$ 46,954

(1) Acquisition-related expenses include expenses related to closed and anticipated-to-close acquisitions.

(2) Special charges related to severance were for the staff realignment announced in the second quarter of 2014.

Adjusted EPS and Non-GAAP EPS

Adjusted EPS represents diluted EPS excluding the impact of certain items such as special charges and acquisition-related expenses that we do not consider to be indicative of the performance of our ongoing operations and are excluded from adjusted EBITDA as described further above. Non-GAAP EPS represents adjusted EPS further adjusted to eliminate the impact of amortization of intangible assets related to our acquisitions. Adjusted EPS and non-GAAP EPS are not recognized terms under U.S. GAAP and do not purport to be an alternative to basic or diluted EPS. Because not all companies use identical calculations, the presentation of adjusted EPS and non-GAAP EPS may not be comparable to other similarly titled measures used by other companies. We believe that the supplemental adjustments applied in calculating adjusted EPS and non-GAAP EPS are reasonable and appropriate to provide additional information to investors.

A reconciliation of diluted EPS to adjusted EPS and non-GAAP EPS follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2015	2014	2015	2014
Diluted EPS	\$ 0.47	\$ 0.50	\$ 0.86	\$ 0.98
Acquisition-related expenses, net of tax	—	—	0.01	0.01
Special charges related to severance for staff realignment, net of tax	—	0.05	—	0.05
Special charges related to office closures, net of tax	0.03	0.02	0.04	0.02
Adjusted EPS	0.50	0.57	0.91	1.06
Amortization of intangibles, net of tax	0.13	0.07	0.26	0.12
Non-GAAP EPS	\$ 0.63	\$ 0.64	\$ 1.17	\$ 1.18

CAPITAL RESOURCES, FINANCIAL CONDITION, AND LIQUIDITY

We entered into our Credit Facility with a syndication of 11 commercial banks on May 16, 2014, which was further modified on November 5, 2014. The Credit Facility matures on May 16, 2019 (five years from the closing date). The Credit Facility allows for borrowings of up to \$500.0 million without a borrowing base requirement, taking into account financial, performance-based limitations and provides for an “accordion,” which permits additional revolving credit commitments of up to \$100.0 million, subject to lenders’ approval. The Credit Facility provides for stand-by letters of credit aggregating up to \$30.0 million that reduce the funds available under the revolving line of credit when issued. The Credit Facility is collateralized by substantially all of our assets and requires that we remain in compliance with certain financial and non-financial covenants. The financial covenants, as defined in the Credit Facility, require, among other things, that we maintain, on a consolidated basis for each quarter, a fixed charge coverage ratio of not less than 1.25 to 1.00 and a leverage ratio of not more than 3.75 to 1.00. As of June 30, 2015, we were in compliance with our covenants under the Credit Facility.

We have the ability to borrow funds under our Credit Facility at interest rates based on both LIBOR and prime rates, at our discretion, plus their applicable margins. Interest rates on debt outstanding ranged from 2.17% to 4.25% for the first six months of 2015.

Liquidity and Borrowing Capacity. Short-term liquidity requirements are created by our use of funds for working capital, capital expenditures, and the need to provide any debt service. We expect to meet these requirements through a combination of cash flow from operations and borrowings under the Credit Facility. As of June 30, 2015, we had \$360.0 million borrowed under our revolving line of credit and outstanding letters of credit of \$3.7 million, resulting in unused borrowing capacity of \$136.3 million on our Credit Facility (excluding the accordion), which is available for our working capital needs and for other purposes. Taking into account certain financial, performance-based limitations, available borrowing capacity (excluding the accordion) was \$87.5 million as of June 30, 2015.

We anticipate that our long-term liquidity requirements, including any future acquisitions, will be funded through a combination of cash flow from operations, borrowings under the Credit Facility, additional secured or unsecured debt, or the issuance of common or preferred stock, each of which may be initially funded through borrowings under the Credit Facility.

We believe that the combination of internally generated funds, available bank borrowings, and cash and cash equivalents on hand will provide the required liquidity and capital resources necessary to fund on-going operations, customary capital expenditures, and other current working capital requirements. We are continuously analyzing our capital structure to ensure we have sufficient capital to fund future acquisitions and internal growth. We monitor the state of the financial markets on a regular basis to assess the availability and cost of additional capital resources both from debt and equity sources. We believe that we will be able to access these markets at commercially reasonable terms and conditions if we need additional borrowings or capital.

Financial Condition. There were several changes in our balance sheet during the six months ended June 30, 2015. Cash decreased to \$7.4 million on June 30, 2015, from \$12.1 million on December 31, 2014. Long-term debt increased to \$360.0 million on June 30, 2015, from \$350.1 million on December 31, 2014, primarily to fund operations resulting from the increase in accounts receivable and reduction in accrued salaries and benefits and accounts payable. Accounts receivable, net, increased \$23.0 million compared to December 31, 2014, and days-sales-outstanding increased to 78 days on June 30, 2015, as compared to 74 days on December 31, 2014. The increase in accounts receivable was due primarily to temporary timing differences in client billings. Accrued salaries and benefits and accounts payable decreased \$10.3 million and \$4.2 million, respectively, and days-payables-outstanding decreased from 58 days as of December 31, 2014 to 51 days as of June 30, 2015.

With the continued expansion and implementation of our international growth strategy, we have explored various options of mitigating the risk associated with potential fluctuations in the foreign currencies in which we conduct transactions. We have forward contract agreements (“hedges”) in an amount proportionate to work anticipated to be performed under certain contracts in Europe. We recognize changes in the fair value of the hedges in our results of operations. As we continue to implement our international growth strategy, we may increase the number, size and scope of our hedges as we analyze options for mitigating our foreign exchange risk. The current impact of the hedges to the consolidated financial statements is immaterial.

Share Repurchase Program. Our Board of Directors approved a share repurchase plan effective in November 2013 and expiring in November 2015, as amended, authorizing us to repurchase in the aggregate up to \$75.0 million of our outstanding common stock. Purchases under this program may be made from time to time at prevailing market prices in open market purchases or in privately negotiated transactions pursuant to Rules 10b5-1 and 10b-18 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and in accordance with applicable insider trading and other securities laws and regulations. The purchases will be funded from existing cash balances and/or borrowings, and the repurchased shares will be held in treasury and used for general corporate purposes. The timing and extent to which we repurchase our shares will depend upon market conditions and other corporate considerations as may be considered in our sole discretion. During the six months ended June 30, 2015, we repurchased 213,779 shares under this program at an average price of \$37.56 per share. Of the \$75.0 million approved for share repurchases, approximately \$37.2 million remained available as of June 30, 2015.

Cash and Cash Equivalents. We consider cash on deposit and all highly liquid investments with original maturities of three months or less to be cash and cash equivalents. Cash was \$7.4 million and \$12.1 million on June 30, 2015 and December 31, 2014, respectively.

Cash Flow. The following table sets forth our sources and uses of cash for the six months ended June 30, 2015 and June 30, 2014:

	Six Months Ended June 30,	
	2015	2014
	(in thousands)	
Net cash provided by (used in) operating activities	\$ 4,989	\$ (7,840)
Net cash used in investing activities	(8,966)	(65,821)
Net cash provided by financing activities	900	72,800
Effect of exchange rate changes on cash	(1,596)	(66)
Net decrease in cash	\$ (4,673)	\$ (927)

Our operating cash flow is primarily affected by the overall profitability of our contracts, our ability to invoice and collect from our clients in a timely manner, and our ability to manage our vendor payments. We bill most of our clients monthly after services are rendered. Operating activities provided cash of \$5.0 million for the six months ended June 30, 2015 and used cash of \$7.8 million for the six months ended June 30, 2014. Cash flows from operating activities for the first six months of 2015 were negatively impacted primarily by net contract receivables, due to temporary timing differences in client billings, accrued salaries and benefits, accrued expenses, and accounts payable, and was positively impacted by the net income tax payable. Cash flows from operating activities for the first six months of 2014 were negatively impacted primarily by net contract receivables, due to temporary timing differences in client billings, prepaid expenses and other assets, deferred revenue and net income tax receivables, and were positively impacted by accrued expenses.

Investing activities used cash of \$9.0 million for the six months ended June 30, 2015, compared to \$65.8 million for the six months ended June 30, 2014. The cash used in investing activities for the first six months of 2015 was primarily for capital expenditures. The cash used in investing activities for the first six months of 2014 was primarily for our acquisitions of Mostra and CityTech and capital expenditures.

For the six months ended June 30, 2015, cash flow provided by financing activities of \$0.9 million was largely attributable to \$9.9 million in net advances on our revolving line of credit, primarily as a result of working capital needs, partly offset by cash used to repurchase shares under our share repurchase plan of \$8.0 million. For the six months ended June 30, 2014, cash flow provided by financing activities of \$72.8 million was attributable primarily to \$92.8 million in net advances on our revolving line of credit, as a result of acquisitions and working capital needs, partly offset by cash used for share repurchases of \$19.6 million.

OFF-BALANCE SHEET ARRANGEMENTS AND CONTRACTUAL OBLIGATIONS

We use off-balance sheet arrangements to finance the lease of facilities. We have financed the use of all of our office and storage facilities through operating leases. Operating leases are also used from time to time to finance the use of computers, servers, copiers, telephone systems, and to a lesser extent, other fixed assets, such as furnishings, and we also obtain operating leases in connection with business acquisitions. We generally assume the lease rights and obligations of businesses acquired in business combinations and continue financing facilities and equipment under operating leases until the end of the lease term following the acquisition date.

The Credit Facility provides for stand-by letters of credit aggregating up to \$30.0 million that reduce the funds available under the revolving line of credit when issued. As of June 30, 2015, we had 10 outstanding letters of credit with a total value of \$3.7 million primarily related to deposits to support our facility leases.

The following table summarizes our contractual obligations as of June 30, 2015 that require us to make future cash payments. For contractual obligations, we include payments that we have an unconditional obligation to make.

	Total	Payments due by Period (In thousands)			
		Less than 1 year	1 to 3 Years	3 to 5 years	More than 5 years
Long-term debt obligation (1)	\$ 392,571	\$ 8,418	\$ 16,792	\$ 367,361	\$ —
Rent of facilities	257,209	35,093	67,555	61,664	92,897
Operating lease obligations	1,834	710	955	169	—
Other obligations	9,760	3,549	6,211	—	—
Total	\$ 661,374	\$ 47,770	\$ 91,513	\$ 429,194	\$ 92,897

(1) Represents the obligation for principal and variable interest payments related to our Credit Facility assuming the principal amount outstanding and interest rates at June 30, 2015 remain fixed through maturity. These assumptions are subject to change in future periods.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

There have been no material changes in the disclosures discussed in the section entitled “Quantitative and Qualitative Disclosures About Market Risk” in Part II, Item 7A of our Annual Report on Form 10-K for the year ended December 31, 2014, filed with the SEC on February 27, 2015.

Item 4. Controls and Procedures

Disclosure Controls and Procedures and Internal Controls Over Financial Reporting. As of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as such term is defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange Act. Based upon that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective for the purpose of ensuring that the information required to be disclosed in our reports filed with the SEC under the Exchange Act is (1) recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms, and (2) accumulated and communicated to our management, including the Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. There have been no significant changes in our internal controls over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f) and 15d-15(f) during the period covered by this Quarterly Report on Form 10-Q or, to our knowledge, in other factors that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

Limitations on the Effectiveness of Controls. Control systems, no matter how well conceived and operated, are designed to provide a reasonable, but not an absolute, level of assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been or will be detected. Because of the inherent limitations in any control system, misstatements due to error or fraud may occur and may not be detected.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

We are involved in various legal matters and proceedings arising in the ordinary course of business. While these matters and proceedings cause us to incur costs, including, but not limited to, attorneys' fees, we currently believe that any ultimate liability arising out of these matters and proceedings will not have a material adverse effect on our financial position, results of operations, or cash flows.

Item 1A. Risk Factors

Investing in our common stock involves risk. There are numerous and varied risks, known and unknown, that may affect us and prevent us from achieving our goals. There have been no material changes in those risk factors discussed in the section entitled "Risk Factors" disclosed in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2014 filed with the SEC on February 27, 2015.

The risks described in our Annual Report on Form 10-K are not the only risks that we encounter. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, and/or operating results.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Issuances of Common Stock. For the three months ended June 30, 2015, a total of 4,172 shares of unregistered common stock, valued at an aggregate of \$150,655 were issued to four directors of the Company for director-related compensation on April 1, 2015 and June 30, 2015. The issuance of these shares is exempt from registration under Section 4(2) of the Securities Act of 1933, as amended.

Purchase of Equity. The following table summarizes our share repurchase activity for the three months ended June 30, 2015:

Period	Total Number of Shares Purchased (a)	Average Price Paid per Share (a)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs (b)	Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs (b)
April 1 – April 30	60,868	\$ 41.19	37,441	\$ 42,457,552
May 1 – May 31	106,671	\$ 36.03	106,290	\$ 38,628,103
June 1 – June 30	39,600	\$ 35.70	39,600	\$ 37,214,559
Total	207,139		183,331	

- (a) The total number of shares purchased of 207,139 includes shares repurchased pursuant to our share repurchase program described further in footnote (b) below, as well as shares purchased from employees to pay required withholding taxes and the exercise price due upon the exercise of options and the settlement of restricted stock units in accordance with our applicable long-term incentive plan. During the three months ended June 30, 2015, we repurchased 23,808 shares of common stock for an aggregate cost of \$997,997 from employees in satisfaction of tax withholding obligations. The average fair value of the common stock purchased in satisfaction of tax withholding obligations was \$41.92 per share.
- (b) Our Board of Directors approved a share repurchase plan effective in November 2013 and expiring in November 2015 which authorizes us to repurchase our outstanding common stock. In March 2015, the plan was amended to increase the amount authorized for repurchases from \$35.0 million to \$75.0 million. During the three months ended June 30, 2015, we repurchased 183,331 shares under this program at an average price of \$36.91 per share.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit Number	Exhibit
10.1	ICF International, Inc. 2010 Omnibus Incentive Plan, as amended (Incorporated by reference to Exhibit A to the Company's Definitive Proxy Statement for the 2015 Annual Meeting of Stockholders, filed April 24, 2015).
10.2	Form of General Performance Share Award Agreement under the 2010 Omnibus Incentive Plan, as amended.
10.3	Form of Restricted Stock Unit Award under the 2010 Omnibus Incentive Plan, as amended.
10.4	Form of Cash-settled Restricted Stock Unit Award under the 2010 Omnibus Incentive Plan, as amended
31.1	Certificate of the Principal Executive Officer Pursuant to Exchange Act Rule 13a-14(a) and 15d-14(a).
31.2	Certificate of the Principal Financial Officer Pursuant to Exchange Act Rule 13a-14(a) and 15d-14(a).
32.1	Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
101	The following materials from the ICF International, Inc. Quarterly Report on Form 10-Q for the quarter ended June 30, 2015 formatted in eXtensible Business Reporting Language (XBRL): (i) Consolidated Balance Sheets, (ii) Consolidated Statements of Comprehensive Income, (iii) Consolidated Statements of Cash Flows and (iv) Notes to Consolidated Financial Statements.*

* Submitted electronically herewith.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

ICF INTERNATIONAL, INC.

July 31, 2015

By: /s/ Sudhakar Kesavan
Sudhakar Kesavan
Chairman and Chief Executive Officer
(Principal Executive Officer)

July 31, 2015

By: /s/ James Morgan
James Morgan
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)



This document constitutes part of the prospectus covering securities that have been registered under the Securities Act of 1933.

ICF International, Inc.
 2010 Omnibus Incentive Plan, As Amended
 Performance Share Award Agreement

THIS AGREEMENT, effective as of the Grant Date set forth below, represents a grant of performance shares ("Performance Shares") by ICF International, Inc., a Delaware corporation (the "Company"), to the Participant named below, pursuant to the provisions of the ICF International, Inc. 2010 Omnibus Incentive Plan, as amended June 5, 2015 (the "Plan").

You have been selected to receive a grant of Performance Shares pursuant to the Plan, as specified below.

The Plan provides a description of the terms and conditions governing the Performance Shares. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the Plan's terms shall completely supersede and replace the conflicting terms of this Agreement. All capitalized terms used herein shall have the meanings ascribed to them in the Plan, unless specifically set forth otherwise herein.

The parties hereto agree as follows:

Participant:

Grant Date:

Target Number of Performance Shares Granted:

Performance Period: January 1, 201x through December 31, 201x

Performance Measures: Compounded Annual Growth Rate ("CAGR") in Earnings per Share: [period]
 Relative Total Shareholder Return ("rTSR"): [period]

Purchase Price: None

1. Definitions¹:

- (a) "Average Stock Price" means the average of the closing prices of a Share, as reported on NASDAQ (or such other stock exchange as is applicable), for the forty-five (45) trading day period immediately preceding the date for which the Average Stock Price is being determined hereunder.

1. Will include such definitions as are required to specify the performance measures and any other terms required for the grant.
 Eff. 06/05/15

- (b) “EPS” or “Earnings per Share” means reported net income determined in accordance with United States generally accepted accounting principles (“GAAP”) divided by the weighted average number of Shares outstanding, adjusted to exclude the following items:
1. Changes in newly issued or existing accounting principles.
 2. Gains and losses from dispositions of legal entities, subsidiaries and significant business lines/locations.
 3. Costs associated with mergers and acquisitions in the current year.
 4. Costs associated with unplanned reduction in force (“RIF”).
 5. Goodwill impairment.
 6. Acts of God and related insurance recoveries.
 7. Effects of any “extraordinary items” (for fiscal years of the Company commencing prior to the effective date of Subtopic 225-20 of the Financial Accounting Standards Board) as determined under GAAP, or other unusual or infrequently occurring gain or loss or other extraordinary item.
 8. The settlement of tax audits resulting in a significant financial impact (more or less than amounts previously recorded) from assets or businesses acquired within the past three years.
 9. Financial impact due to significant capital allocation, restructuring, or investment actions approved by the Board of Directors (e.g., dividend programs, issuance of a bond, issuance of a new class of stock, branding investments, etc.).
 10. Settlements and costs associated with actual or threatened legal actions related to events occurring more than three (3) years before the start of the Performance Period.
 11. Effects of any statutory adjustments to corporate tax rates and the tax benefits/losses from assets acquired.
 12. Abnormal government actions adversely affecting the Company (e.g., government shutdowns).
 13. Government fines and penalties.
- (c) “rTSR” means the Company’s cumulative total shareholder return over the Performance Period relative to its Peer Group (defined below) as measured by (A) the sum of (i) the Company’s Average Stock Price (for the forty-five (45) day trading period ending December 31, 201x), and (ii) the cumulative amount of dividends declared during the Performance Period, assuming dividend reinvestment on the ex-dividend date, *divided by* (B) the Company’s Average Stock Price at the beginning of the Performance Period (for the forty-five (45) day trading period ending December 31, 201x); provided, however, that for purposes of calculating rTSR percentile rank, the Company shall be excluded from the Peer Group.

2. Employment with the Company. Except as otherwise set forth in Section 4 of this Agreement, the Performance Shares granted hereunder are granted on the condition that the Participant remains an Employee of the Company or its Subsidiaries from the Grant Date through (and including) the end of the Performance Period. This Award of Performance Shares shall not confer any right to the Participant (or any other Participant) to be granted future Performance Shares or other Awards under the Plan.

3. Committee Determination. This Award of Performance Shares represents an agreement by the Company to deliver Shares of the Company to the Participant in the future, pursuant to the terms hereof. The Award of Performance Shares will become payable pursuant to the terms of this Agreement and the Plan based on the achievement of performance goals over the Performance Period. Attainment of the performance goals shall be determined and certified by the Committee in writing within sixty (60) days following the end of the Performance Period.

4. Performance Award. Subject to the terms of this Agreement and the Plan, the Company hereby grants the Participant an Award of Performance Shares in accordance with the following performance measures and performance goals:

(a) **Two Performance Periods.** The number of Performance Shares the Participant will receive in connection with this Award will be based on the Company's performance during two (2) periods. The initial performance period for the Participant's Performance Shares (the "Initial Performance Period") will begin on January 1, 201xx and end on December 31, 201yy (two years). The secondary performance period for the Participant's Performance Shares (the "Secondary Performance Period") will begin on January 1, 2015 and end on December 31, 201zz (three years). The Initial Performance Period and the Secondary Performance Period are collectively referred to as the "Performance Period."

- (1) **EPS Performance Measure for Initial Performance Period.** The Award shall be further adjusted after the end of the Initial Performance Period based on the Company's compounded annual growth EPS during the Initial Performance Period, as set forth in the table attached as Exhibit A hereto.
- (2) **rTSR Performance Measure for Secondary Performance Period.** The Award will be further adjusted in accordance with Exhibit B hereto after the end of the Secondary Performance Period based on the Company's rTSR relative to its Peer Group (the list of which is attached as Exhibit C hereto).

After the end of the Secondary Performance Period, the Committee will certify a percentage adjustment in accordance with Exhibit B, and the Participant will receive a final number of Performance Shares.

The levels of achievement of performance range are from the threshold level of achievement to the maximum level of achievement, as indicated on Exhibits A and B. For avoidance of doubt, there will not be an Award payout if the EPS threshold level of performance is not attained for the Initial Performance Period. If the threshold level of achievement is attained for the Performance Period, the Award will payout in accordance with the percentages set forth in Exhibits A and B.

(b) **Partial Performance Period; Separation from Service.**

- (1) **Death or Disability.** If the Participant ceases to be a Participant in the Plan before the end of the Performance Period due to the Participant's Termination of Employment as a result of death or Disability, then the Participant or the Participant's beneficiaries shall receive, within thirty (30) days after the date of such death or Disability, fully vested Performance Shares that the Participant would have been issued pursuant to the Award based on the formula set forth in Section 4(b)(4)(i) and (ii) below, with the death or Disability being the qualifying event and the date of death or Disability shall be substituted for the date of the Change of Control, and with rTSR calculated as of the last day of the month in which such Termination of Employment occurs.

- (2) **Retirement:** If Termination of Employment of the Participant with the Company is by reason of Retirement, the portion of the Performance Shares that shall vest shall be a prorated number of Performance Shares. Such prorated Award shall be equal to the value of the Award at the end of the Performance Period based on the actual performance during the Performance Period multiplied by a fraction, the numerator of which is the number of months (including partial months) that the Participant was actively employed during the Performance Period and the denominator of which is the thirty-six (36) total number of months in the Performance Period.

Notwithstanding the foregoing, in the case of Retirement, (i) if the Retirement is not the result of the Company's Termination of Employment for Cause, and (ii) no severance compensation is payable by the Company to the Participant as a result of such Retirement, then pursuant to Section 17.4 of the Plan, the Committee or its delegatee may approve the vesting of the Performance Shares for an additional twelve (12) months such that the Performance Shares that would have vested within the twelve (12) month period following Retirement would vest in full based on actual performance during the Performance Period.

- (3) **Termination without Cause; Termination for Good Reason.** If the Participant's Termination of Employment is by reason of (i) termination by the Company without Cause or (ii) termination by the Participant for Good Reason, the portion of the Performance Shares that shall vest shall be a prorated number of Performance Shares. Such prorated Award shall be equal to the value of the Award at the end of the Performance Period based on the actual performance during the Performance Period multiplied by a fraction, the numerator of which is the number of months (including partial months) that the Participant was actively employed during the Performance Period and the denominator of which is the thirty-six (36) total number of months in the Performance Period. As used in this Section 4(b)(3), "Good Reason" has the meaning ascribed to it for Termination of Employment unrelated to a Change of Control in an employment or severance agreement or letter between the Participant and the Company and, in the absence of thereof, "Good Reason" means a Termination of Employment resulting from (a) a material reduction in the Participant's authority, duties or responsibilities; (b) the Participant's relocation by the Company of more than fifty (50) miles from the Participant's then current work location; or (c) a reduction in the rate of the Participant's then annual base salary or target incentive compensation.
- (4) **Change of Control.** In the event of a Change of Control at any time during the Performance Period and upon a Participant's Termination of Employment in connection with or during the period of two (2) years after such Change of Control, either by the Company without Cause, or by the Participant who terminates employment as a result of (i) a material reduction in the Participant's authority, duties or responsibilities; (ii) the Participant's relocation by the Company of more than fifty (50) miles from the Participant's then current work location; (iii) a reduction in the rate of Participant's then annual base salary or target incentive compensation; or (iv) failure of the surviving company to assume the Participant's employment agreement or other applicable agreement relating to Participant's employment, the Performance Period shall be terminated and the Participant shall be entitled to receive, within thirty (30) days following the date of such Termination of Employment, fully vested Performance Shares, calculated based on (A) attainment of the target performance level for EPS, and (B) actual rTSR performance calculated up until the date of such Termination of Employment, provided that if such thirty (30)-day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made .

- (5) **Termination for Any other Reason; Forfeiture of Award.** If the Participant terminates employment other than for Good Reason, and this Award has not previously vested pursuant to Section 4(b)(4), this Award shall be forfeited in its entirety immediately upon such termination, and the Participant shall have no further rights with respect to this Award. The Committee (or its delegatee, to the extent permitted under the Plan) shall have sole discretion to determine if a Participant's rights have terminated pursuant to the Plan and this Agreement, including but not limited to the authority to determine the basis for the Participant's Termination of Employment. The Participant expressly acknowledges and agrees that, except as otherwise provided in this Agreement, the termination of the Participant's employment shall result in forfeiture of the Award and any underlying payout to the extent the Award has not vested as of the Participant's Termination of Employment date.

5. Vesting of Award. Subject to the terms of the Plan and the Agreement, the Award, to the extent earned in accordance with Section 4(a) hereof, will be fully vested following the expiration of the Secondary Performance Period. The Committee has sole authority to determine whether and to what degree the Award has vested and is payable and to interpret the terms and conditions of this Agreement and the Plan.

6. Timing of Payout. Payout of all vested Performance Shares shall occur as soon as administratively feasible following the end of the Secondary Performance Period, but in no event later than seventy-five (75) days after such vesting date, provided that, if such seventy-five (75) day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made.

7. Participant Not a Shareholder. This Award does not represent actual Shares of the Company and the Participant is not, and will not become, by virtue of this Award, a shareholder of the Company until such time as the Company delivers Shares to the Participant pursuant to Section 6 hereof. The Participant may not sell, transfer, pledge, assign, or otherwise alienate or hypothecate his or her rights under this Award and any attempt to do so shall result in immediate forfeiture of this Award.

8. Recapitalization. In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any reorganization, merger, consolidation, spin-off, combination, repurchase, or exchange of Shares or other securities, stock dividend, liquidation, dissolution, or otherwise, the number and class of Performance Shares subject to this Agreement shall be equitably adjusted by the Committee in the manner set forth in Section 4.4 of the Plan to prevent dilution or enlargement of rights.

9. Beneficiary Designation. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Director of Human Resources of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

10. Continuation of Employment. This Agreement shall not confer upon the Participant any right to continue employment with the Company or its Subsidiaries, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate the Participant's employment at any time. The Participant's employment shall continue to be on an "at-will" basis.

11. Award Adjustments. Subject to Section 12(b) and to the extent consistent with the requirements of Section 162(m) of the Code, the Committee shall have authority to make adjustments to the terms and conditions of the Award in, recognition of unusual or nonrecurring events affecting the Company or its Subsidiaries, or the financial statements of the Company, or of changes in applicable laws, regulations or accounting principles, if the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan or necessary or appropriate to comply with applicable laws, rules or regulations; provided, however, that if the Participant is a Covered Employee, such adjustments may only be made if the effect thereof is to reduce the value and payout of the Award.

12. Miscellaneous.

- (a) This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. The Committee shall have the right to impose such restrictions on any Shares acquired pursuant to this Agreement, as it may deem advisable, including, without limitation, restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such Shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such Shares. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant.
- (b) The Committee may terminate, amend, or modify the Plan; provided, however, that no such termination, amendment, or modification of the Plan may in any material way adversely impair the Participant's rights under this Agreement, without the written consent of the Participant.
- (c) The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes (including the Participant's FICA obligation), domestic or foreign, required by law to be withheld with respect to any delivery of Shares under this Agreement.
- (d) The Participant may elect, subject to any procedural rules adopted by the Committee, to satisfy the withholding requirement, in whole or in part, by having the Company withhold Shares having an aggregate Fair Market Value on the date the tax is to be determined, equal to the minimum amount required by law to be withheld.
- (e) This Award Agreement is intended to be exempt from the requirements of Section 409A of the Code, and shall be interpreted and construed consistently with such intent; provided, however, that in no event shall the Company or any of its directors, officers, employees or advisors be responsible for any such additional tax, interest, or related tax penalties that may be imposed under Section 409A of the Code.
- (f) The Participant agrees to take all steps necessary to comply with all applicable provisions of federal and state securities laws in connection with the award of Performance Shares under this Agreement.

- (g) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (h) All obligations of the Company under the Plan and this Agreement, with respect to the Performance Shares, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.
- (i) To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.
- (j) To the extent not preempted by federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware without giving effect to the conflicts of laws principles thereof.
- (k) This Agreement may be executed (i) in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, or (ii) electronically. The parties hereto agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Date of Grant.

ICF INTERNATIONAL, INC.

By: _____
Name: Sudhakar Kesavan
Title: Chairman and Chief Executive Officer

PARTICIPANT

[INSERT NAME]
[INSERT TITLE]

Appropriate Exhibits will be attached to the actual grant agreement



This document constitutes part of the prospectus covering securities that have been registered under the Securities Act of 1933.

ICF International, Inc.
2010 Omnibus Incentive Plan, as amended
Restricted Stock Unit Award Agreement

THIS AGREEMENT, effective as of the Date of Grant set forth below, represents a grant of Restricted Stock Units ("RSUs") by ICF International, Inc., a Delaware corporation (the "Company"), to the Participant named below, pursuant to the provisions of the ICF International, Inc. 2010 Omnibus Incentive Plan, as amended (the "Plan").

You have been selected to receive a grant of RSUs pursuant to the Plan, as specified below.

The Plan provides a description of the terms and conditions governing the RSUs. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the Plan's terms shall completely supersede and replace the conflicting terms of this Agreement. All capitalized terms used herein shall have the meanings ascribed to them in the Plan, unless specifically set forth otherwise herein.

The parties hereto agree as follows:

Participant: «Name»

Date of Grant: «Grant_Date»

Number of RSUs Granted: «RSU»

Vesting Terms: 4-Years

Purchase Price: None

1. Employment With the Company. Except as may otherwise be provided in Sections 6 and 7, the RSUs granted hereunder are granted on the condition that the Participant remains an Employee of the Company or its Subsidiaries from the Date of Grant through (and including) the applicable Vesting Date, as set forth in Section 2 (any period, prior to the Vesting Date, during which RSUs are unvested shall be referred to herein as the "Period of Restriction").

This grant of RSUs shall not confer any right to the Participant (or any other Participant) to be granted in the future RSUs or other Awards under the Plan.

Eff. 06/05/15

2. Vesting.

- (a) RSUs shall be initially unvested (the unvested RSUs are referred to in this Agreement as the “Unvested RSUs”) and except as hereinafter provided, the RSUs shall vest, provided the Participant has continued in the employment of the Company or its Subsidiaries through such anniversary or anniversaries of the Date of Grant.
- (b) 25% of the RSUs shall vest as of each anniversary of the grant date, beginning with the one-year anniversary of the grant date (each anniversary, a “Vesting Date”).

3. Timing of Payout. Payout of all vested RSUs shall occur as soon as administratively feasible following the Vesting Date set forth in Section 2(b), but in no event later than thirty (30) days after such Vesting Date provided that, if such thirty-day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made.

4. Form of Payout. Vested RSUs will be paid out solely in the form of Shares.

5. Voting Rights and Dividends. Until such time as the RSUs are paid out in Shares, the Participant shall not have voting rights with respect to such Shares. Further, no dividends shall be paid on any RSUs.

6. Termination of Employment.

- (a) **By Death or Disability.** In the event the employment of the Participant with the Company is terminated by reason of death or disability, all Unvested RSUs held by the Participant at the date of termination and still subject to the Period of Restriction as of the date of Participant’s death or disability shall immediately become fully vested as of the date of termination.

Disability means the inability of a Participant to engage in any substantially gainful activity by reason of any medically determinable physical or mental impairment that is expected to result in death or has lasted or can be expected to last for a continuous period of twelve (12) months or more. A determination that a Participant is disabled shall be made by the Committee on the basis of such medical evidence as the Committee deems warranted under the circumstances.

- (b) **For Other Reasons.** If the employment of the Participant shall terminate for any reason other than the reasons set forth in Section 6(a), all RSUs held by the Participant at the date of termination and still subject to the Period of Restriction shall be forfeited.

7. Change of Control of the Company.

- (a) Notwithstanding anything to the contrary in this Agreement, in the event of a Change of Control during the Period of Restriction and upon a Termination of Employment, in connection with or during the period of two (2) years after such Change of Control, either by the Company without Cause, or by the Participant who terminates employment as a result of: (i) a material reduction in the Participant’s authority, duties or responsibilities; (ii) the Participant’s relocation by the Company of more than fifty (50) miles from the Participant’s then current work location; (iii) a reduction in the rate of Participant’s then annual base salary or target incentive compensation; or (iv) failure of the surviving company to assume the Participant’s employment agreement or other applicable agreement relating to Participant’s employment, the Period of Restriction imposed on the RSUs shall immediately lapse, with all such RSUs vesting subject to applicable federal and state securities laws.

- (b) Notwithstanding anything to the contrary in this Agreement, payout of all vested RSUs shall occur as soon as administratively feasible following a Termination of Employment described in Section 7(a), but in no event later than thirty (30) days after the date of such Termination of Employment, provided that if such thirty (30)-day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made.

8. Restrictions on Transfer. RSUs granted pursuant to this Agreement may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated (a "Transfer"), other than by will or by the laws of descent and distribution, except as provided in the Plan. If any Transfer, whether voluntary or involuntary, of RSUs is made, or if any attachment, execution, garnishment, or lien shall be issued against or placed upon the RSUs, the Participant's right to such RSUs shall be immediately forfeited by the Participant to the Company, and this Agreement shall lapse.

9. Recapitalization. In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any reorganization, merger, consolidation, spin-off, combination, repurchase, or exchange of Shares or other securities, stock dividend, liquidation, dissolution, or otherwise, the number and class of RSUs subject to this Agreement shall be equitably adjusted by the Committee in the manner set forth in Section 4.4 of the Plan to prevent dilution or enlargement of rights.

10. Beneficiary Designation. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Director of Human Resources of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

11. Continuation of Employment. This Agreement shall not confer upon the Participant any right to continue employment with the Company or its Subsidiaries, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate the Participant's employment at any time. The Participant's employment shall continue to be on an "at-will" basis.

12. Miscellaneous.

- (a) This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. The Committee shall have the right to impose such restrictions on any shares acquired pursuant to this Agreement, as it may deem advisable, including, without limitation, restrictions under applicable federal securities laws, under the requirements of any stock exchange or market upon which such shares are then listed and/or traded, and under any blue sky or state securities laws applicable to such shares. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant.

- (b) The Committee may terminate, amend, or modify the Plan; provided, however, that no such termination, amendment, or modification of the Plan may in any material way adversely impair the Participant's rights under this Agreement, without the written consent of the Participant.
- (c) The Company shall have the power and the right to deduct or withhold, or require the Participant to remit to the Company, an amount sufficient to satisfy federal, state, and local taxes (including the Participant's FICA obligation), domestic or foreign, required by law to be withheld with respect to any exercise of the Participant's rights under this Agreement.

To satisfy the withholding requirement, the Company shall withhold Shares having an aggregate Fair Market Value on the date the tax is to be determined, equal to the amount required to be withheld.

- (d) The Participant agrees to take all steps necessary to comply with all applicable provisions of federal and state securities laws in exercising his or her rights under this Agreement.
- (e) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.
- (f) All obligations of the Company under the Plan and this Agreement, with respect to the RSUs, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.
- (g) To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.
- (h) To the extent not preempted by federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Date of Grant.

ICF INTERNATIONAL, INC.

By: _____

Name: Sudhakar Kesavan
Chairman and Chief Executive Officer

PARTICIPANT:

«Name»



This document constitutes part of the prospectus covering securities that have been registered under the Securities Act of 1933.

ICF International, Inc.
 2010 Omnibus Incentive Plan, as amended
 Cash-Settled Restricted Stock Unit Award Agreement

THIS AGREEMENT, effective as of the Date of Grant set forth below, represents a grant of Cash-Settled Restricted Stock Units ("CSRSUs") by ICF International, Inc., a Delaware corporation (the "Company"), to the Participant named below, pursuant to the provisions of the ICF International, Inc. 2010 Omnibus Incentive Plan, as amended (the "Plan").

You have been selected to receive a grant of CSRSUs pursuant to the Plan, as specified below.

The Plan provides a description of the terms and conditions governing the CSRSUs. If there is any inconsistency between the terms of this Agreement and the terms of the Plan, the Plan's terms shall completely supersede and replace the conflicting terms of this Agreement. All capitalized terms used herein shall have the meanings ascribed to them in the Plan, unless specifically set forth otherwise herein.

The parties hereto agree as follows:

Participant: «Name»

Date of Grant: «Grant_Date»

Number of CSRSUs Granted: «CSRSU»

Purchase Price: None

1. Employment With the Company. Except as may otherwise be provided in Sections 6 and 7, the CSRSUs granted hereunder are granted on the condition that the Participant remains an Employee of the Company or its Subsidiaries from the Date of Grant through (and including) the applicable Vesting Date, as set forth in Section 2 (any period, prior to the Vesting Date, during which CSRSUs are unvested shall be referred to herein as the "Period of Restriction").

This grant of CSRSUs shall not confer any right to the Participant (or any other Participant) to be granted future CSRSUs or other Awards under the Plan.

Eff. 06/05/15

2. Vesting.

- (a) CSRSUs shall be initially unvested (the unvested CSRSUs are referred to in this Agreement as the “Unvested CSRSUs”) and except as hereinafter provided, the CSRSUs shall vest, provided the Participant has continued in the employment of the Company or its Subsidiaries through such anniversary or anniversaries of the Date of Grant.
- (b) The number of CSRSUs vesting as of a particular Vesting Date shall be rounded down to the nearest whole CSRSU; provided, however, that all remaining Unvested CSRSUs shall vest completely on the final Vesting Date.

Vesting Date	Percentage of CSRSUs Vesting	Cumulative Percentage of CSRSUs Vesting
First anniversary of Date of Grant	25%	25%
Second anniversary of Date of Grant	25%	50% = 1 st + 2 nd year
Third anniversary of Date of Grant	25%	75% = 1 st + 2 nd +3 rd year
Fourth anniversary of Date of Grant	25%	100% = 1 st + 2 nd +3 rd +4 th year

3. Timing of Payout. Payout of all vested CSRSUs shall occur as soon as administratively feasible following the Vesting Date set forth in Section 2(b), but in no event later than thirty (30) days after such Vesting Date provided that, if such thirty (30)-day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made.

4. Form of Payout. The vested CSRSUs (rounded down to the nearest whole CSRSU) will be paid out in the form of cash. The amount of cash paid with respect to each such CSRSU shall be equal to the Fair Market Value of one Share determined as of the Vesting Date (or earlier as provided below) with a maximum payment capped at 135% of the value of the common stock at the time of grant and a minimum floor payment of 75% of the value of common stock at the time of grant.

5. Voting Rights and Dividends. The Participant shall not have voting rights with respect to such CSRSUs. Further, no dividends shall be paid on any CSRSUs.

6. Termination of Employment.

- (a) **By Death or Disability.** In the event the employment of the Participant with the Company is terminated by reason of death or disability, all Unvested CSRSUs held by the Participant at the date of termination and still subject to the Period of Restriction as of the date of the Participant’s death or disability shall immediately become fully vested as of the date of termination.

Disability means the inability of a Participant to engage in any substantially gainful activity by reason of any medically determinable physical or mental impairment that is expected to result in death or has lasted or can be expected to last for a continuous period of twelve (12) months or more. A determination that a Participant is disabled shall be made by the Committee on the basis of such medical evidence as the Committee deems warranted under the circumstances.

- (b) **For Other Reasons.** If the employment of the Participant shall terminate for any reason other than the reasons set forth in Section 6(a), all CSRSUs held by the Participant at the date of termination and still subject to the Period of Restriction shall be forfeited.

7. Change of Control of the Company.

- (a) Notwithstanding anything to the contrary in this Agreement, in the event of a Change of Control during the Period of Restriction and upon a Termination of Employment, in connection with or during the period of two (2) years after such Change of Control, either by the Company without Cause, or by the Participant who terminates employment as a result of: (i) a material reduction in the Participant's authority, duties or responsibilities; (ii) the Participant's relocation by the Company of more than fifty (50) miles from the Participant's then current work location; (iii) a reduction in the rate of Participant's then annual base salary or target incentive compensation; or (iv) failure of the surviving company to assume the Participant's employment agreement or other applicable agreement relating to Participant's employment, the Period of Restriction imposed on the CSRSUs shall immediately lapse, with all such RSUs vesting subject to applicable federal and state securities laws.
- (b) Notwithstanding anything to the contrary in this Agreement, payout of all vested CSRSUs shall occur as soon as administratively feasible following a Termination of Employment described in Section 7(a), but in no event later than thirty (30) days after the date of such Termination of Employment, provided that if such thirty (30)-day period begins in one calendar year and ends in another, the Participant may not choose in which calendar year payment will be made.

8. Restrictions on Transfer. CSRSUs granted pursuant to this Agreement may not be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated (a "Transfer"), other than by will or by the laws of descent and distribution, except as provided in the Plan. If any Transfer, whether voluntary or involuntary, of CSRSUs is made, or if any attachment, execution, garnishment, or lien shall be issued against or placed upon the CSRSUs, the Participant's right to such CSRSUs shall be immediately forfeited by the Participant to the Company, and this Agreement shall lapse.

9. Recapitalization. In the event of any change in the capitalization of the Company such as a stock split or a corporate transaction such as any reorganization, merger, consolidation, spin-off, combination, repurchase, or exchange of Shares or other securities, stock dividend, liquidation, dissolution, or otherwise, the number and class of CSRSUs subject to this Agreement shall be equitably adjusted by the Committee in the manner set forth in Section 4.4 of the Plan to prevent dilution or enlargement of rights.

10. Beneficiary Designation. The Participant may, from time to time, name any beneficiary or beneficiaries (who may be named contingently or successively) to whom any benefit under this Agreement is to be paid in case of his or her death before he or she receives any or all of such benefit. Each such designation shall revoke all prior designations by the Participant, shall be in a form prescribed by the Company, and will be effective only when filed by the Participant in writing with the Director of Human Resources of the Company during the Participant's lifetime. In the absence of any such designation, benefits remaining unpaid at the Participant's death shall be paid to the Participant's estate.

11. Continuation of Employment. This Agreement shall not confer upon the Participant any right to continue employment with the Company or its Subsidiaries, nor shall this Agreement interfere in any way with the Company's or its Subsidiaries' right to terminate the Participant's employment at any time. The Participant's employment shall continue to be on an "at-will" basis.

12. Miscellaneous.

- (a) This Agreement and the rights of the Participant hereunder are subject to all the terms and conditions of the Plan, as the same may be amended from time to time, as well as to such rules and regulations as the Committee may adopt for administration of the Plan. It is expressly understood that the Committee is authorized to administer, construe, and make all determinations necessary or appropriate to the administration of the Plan and this Agreement, all of which shall be binding upon the Participant.

- (b) The Committee may terminate, amend, or modify the Plan; provided, however, that no such termination, amendment, or modification of the Plan may in any material way adversely impair the Participant's rights under this Agreement, without the written consent of the Participant.
- (c) The Company shall have the power and the right to deduct or withhold an amount sufficient to satisfy all government related taxes domestic or foreign, required by law to be withheld with respect to the payout of any CSRSUs under this Agreement or on any earlier date on which such tax withholding may be due.
- (d) This Agreement shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies as may be required.
- (e) All obligations of the Company under the Plan and this Agreement, with respect to the CSRSUs, shall be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.
- (f) To the extent any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall not be affected by such holding and shall continue in full force in accordance with their terms.
- (g) To the extent not preempted by U.S. federal law, this Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware without giving effect to the conflicts of laws principles thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Date of Grant.

ICF INTERNATIONAL INC.

By:

 Name: Sudhakar Kesavan
 Chairman and Chief Executive Officer

PARTICIPANT:

 «Name»

**Certification of the Principal Executive Officer
Pursuant to Rule 13a-14(a) and 15d-14(a)**

I, Sudhakar Kesavan, Chief Executive Officer of the registrant, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ICF International, Inc. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or person performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

July 31, 2015

/s/ Sudhakar Kesavan

Sudhakar Kesavan
Chairman and Chief Executive Officer
(Principal Executive Officer)

**Certification of the Principal Financial Officer
Pursuant to Rule 13a-14(a) and 15d-14(a)**

I, James Morgan, Chief Financial Officer of the registrant, certify that:

1. I have reviewed this quarterly report on Form 10-Q of ICF International, Inc. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
 - (a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or person performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

July 31, 2015

/s/ James Morgan

James Morgan

Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

**Certification of Principal Executive Officer
Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350)**

In connection with the Quarterly Report on Form 10-Q for the quarter ended June 30, 2015 (the "Report") of ICF International, Inc. (the "Registrant"), as filed with the Securities and Exchange Commission on the date hereof, I, Sudhakar Kesavan, Chief Executive Officer of the Registrant, hereby certify that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

July 31, 2015

/s/ Sudhakar Kesavan

Sudhakar Kesavan
Chairman and Chief Executive Officer
(Principal Executive Officer)

**Certification of Principal Financial Officer
Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350)**

In connection with the Quarterly Report on Form 10-Q for the quarter ended June 30, 2015 (the "Report") of ICF International, Inc. (the "Registrant"), as filed with the Securities and Exchange Commission on the date hereof, I, James Morgan, Chief Financial Officer of the Registrant, hereby certify that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Registrant.

July 31, 2015

/s/ James Morgan

James Morgan

Executive Vice President and Chief Financial Officer
(Principal Financial Officer)