

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

**Amendment No. 5
to
Form S-1
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

ICF INTERNATIONAL, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

8742
(Primary Standard Industrial Classification Code Number)

22-3661438
(I.R.S. Employer
Identification Number)

**9300 Lee Highway
Fairfax, VA 22031
(703) 934-3000**
(Address, including zip code, and telephone number including area code, of registrant's principal executive offices)

**Sudhakar Kesavan
Chairman & Chief Executive Officer
ICF INTERNATIONAL, INC.
9300 Lee Highway
Fairfax, VA 22031
(703) 934-3000**
(Name, address, including zip code, and telephone number, including area code, of agent for service)

With copies to:

**James J. Maiwurm, Esq.
SQUIRE, SANDERS & DEMPSEY L.L.P.
8000 Towers Crescent Drive, Suite 1400
Tysons Corner, Virginia 22182-2700
Telephone: (703) 720-7800
Telecopy: (703) 720-7801**

**Joseph A. Hall, Esq.
DAVIS POLK & WARDWELL
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Telecopy: (212) 450-3800**

Approximate date of commencement of proposed sale to the public: As soon as practicable after the effective date hereof.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

Part II

Information not required in prospectus

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the costs and expenses, other than the underwriting discount, payable by the Registrant in connection with the sale of common stock being registered. All amounts are estimates except the SEC registration fee and the NASD filing fee.

SEC registration fee	\$ 9,194
NASD filing fee	9,093
Nasdaq listing fee	105,000
Printing and engraving expenses	250,000
Legal fees and expenses	850,000
Accounting fees and expenses	660,000
Road Show expenses	50,000
Transfer agent and registrar fees and expenses	3,500
Miscellaneous	\$ 255,000
Total	\$ 2,191,787

The Registrant will bear all expenses shown above. The selling stockholders will not bear any of such expenses.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Article SIXTH of the Registrant's Amended and Restated Certificate of Incorporation provides that, to the extent not prohibited by law, the Registrant shall indemnify any person who is or was a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit, proceeding or alternative dispute resolution procedure, whether civil, criminal, administrative, investigative or otherwise, formal or informal, including an action by or in the right of the Registrant, by reason of the fact that such person, or a person of whom such person is the legal representative, is or was a director, officer, employee or agent of the Registrant or is or was serving at the request of the Registrant, as a director, manager, officer, partner, trustee, employee or agent of another foreign or domestic corporation, limited liability company, partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of proceeding is alleged action in an official capacity as such a director, officer, employee or agent of the Registrant or in any other capacity while serving as such other director, manager, partner, trustee, employee or agent, against all judgments, penalties and fines incurred or paid, and against all expenses (including attorneys' fees) and settlement amounts incurred or paid, in connection with any such proceeding, except in relation to matters as to which the person did not act in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Registrant, and, with respect to any criminal action or proceeding, had reasonable cause to believe the person's conduct was unlawful.

Expenses shall be advanced to a person entitled to indemnification at his or her request, provided that, if the board of directors requires it and the expenses were incurred by the person in his or her capacity as a director or officer, he or she must undertake to repay the amount advanced if it is ultimately determined that he or she is not entitled to indemnification for such expenses.

The rights to indemnification and reimbursement or advancement of expenses provided by, or granted pursuant to, such Article SIXTH of the Amended and Restated Certificate of Incorporation are enforceable by any person entitled to such indemnification or reimbursement or advancement of

expenses in any court of competent jurisdiction. The burden of proving that such indemnification or reimbursement or advancement of expenses is not appropriate is on the Registrant. Such a person is also entitled to indemnification for any expenses incurred in connection with successfully establishing his or her right to such indemnification or reimbursement or advancement of expenses.

Article SIXTH of the Registrant's Amended and Restated Certificate of Incorporation further provides that the indemnification provided therein is not exclusive. The Registrant has purchased directors' and officers' liability insurance that would indemnify its directors and officers against damages arising out of certain kinds of claims that might be made against them based on their negligent acts or omissions while acting in their capacity as such.

Peter M. Schulte, Joel R. Jacks and Robert Hopkins are directors of the Registrant and Peter M. Schulte and Joel R. Jacks are also co-managers, and Robert Hopkins is a partner, of CM Equity Partners, L.P., and each is serving on the Registrant's board of directors at the request of CM Equity Partners, L.P. Pursuant to the limited partnership agreement with CM Equity Partners, L.P., Messrs. Schulte, Jacks and Hopkins are indemnified against liability they may incur in their capacity as a director of the Registrant. In addition, as Messrs. Schulte, Jacks, Hopkins, Bersoff and Lucien are serving on the Registrant's board of directors at the request of CM Equity Partners, L.P., each is a beneficiary of an insurance policy maintained by CM Equity Partners, L.P. and affiliated entities to cover liability they may incur in their capacity as directors of the Registrant.

The Underwriting Agreement provides that the Underwriters are obligated, under certain circumstances, to indemnify directors, officers and controlling persons of the Registrant against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the Securities Act). Reference is made to the form of Underwriting Agreement to be filed as Exhibit 1.1 hereto.

At present, there is no pending litigation or proceeding involving any director, officer, employee or agent as to which indemnification will be required or permitted under the Amended and Restated Certificate of Incorporation. The Registrant is not aware of any threatened litigation or proceeding that may result in a claim for such indemnification.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES.

Since January 1, 2003, the Registrant has issued the following securities that were not registered under the Securities Act as summarized below. No underwriters were involved in the following sales of securities.

(a) Issuances of Common Stock

- (1) On April 30, 2004, we issued 15,000 shares of our common stock to one of our directors for consideration of \$110,100.
- (2) On December 28, 2004, we issued an aggregate of 26,090 shares of our common stock to certain of our employees and directors for aggregate consideration of \$191,500.60.
- (3) Effective January 1, 2005, we issued 68,120 shares to certain stockholders of Synergy, Inc. as part of the consideration for our acquisition of Synergy, Inc.
- (4) On March 31, 2005, we issued an aggregate of 51,278 shares of our common stock to certain of our employees for aggregate consideration of \$376,380.52.
- (5) On September 6, 2005 we issued 29,500 shares of our common stock to one of our employees for consideration of \$216,530.
- (6) On September 30, 2005, we issued an aggregate of 11,812 shares of our common stock to certain of our employees and directors for aggregate consideration of \$86,700.08.

- (7) On February 13, 2006, we issued 11,050 shares of our common stock to one of our employees for consideration of \$100,002.50.
- (8) On March 31, 2006, we issued an aggregate of 33,100 shares of our common stock to certain of our employees for aggregate consideration of \$299,555.
- (9) On April 3, 2006, we issued 5,000 shares of our common stock to one of our employees for consideration of \$45,250.
- (10) On July 14, 2006, we issued 21,877 shares of our common stock to one of our warrant holders upon the cashless exercise of warrants for aggregate consideration of \$0.02.
- (11) Effective upon completion of this offering, we will issue 30,904 shares of our common stock to one of our warrant holders upon the cashless exercise of warrants for aggregate consideration of \$0.02.

Each of the sales described under "Issuances of Common Stock" above was made in reliance upon the exemption from the registration provisions of the Securities Act set forth in Section 4(2) thereof relative to sales by an issuer not involving any public offering and the rules and regulations thereunder. The purchasers or recipients of securities in each case acquired the securities for investment only and not with a view to the distribution thereof. Each of the recipients of securities in these transactions was an accredited or sophisticated person and had adequate access, through employment, business or other relationships, to information about us.

(b) Stock Option Grants/Exercises and Grants of Restricted Stock

- (1) On January 1, 2003, we issued to certain of our employees options to purchase an aggregate of 188,936 shares of our common stock at an exercise price of \$6.10 per share.
 - (2) On December 17, 2003, we issued to one of our employees options to purchase 1,000 shares of our common stock at an exercise price of \$6.10 per share.
 - (3) On January 1, 2004, we issued to certain of our employees options to purchase an aggregate of 122,000 shares of our common stock at an exercise price of \$7.34 per share.
 - (4) In April and May 2004, we issued to certain of our employees options to purchase an aggregate of 9,000 shares of our common stock at an exercise price of \$7.34 per share.
 - (5) On August 23, 2004, we issued to one of our employees options to purchase 1,500 shares of our common stock at an exercise price of \$7.34 per share.
 - (6) In January 2005, we issued to certain of our employees options to purchase 16,000 shares of our common stock at an exercise price of \$7.34 per share.
 - (7) On March 28, 2005, we issued to one of our employees options to purchase 1,500 shares of our common stock at an exercise price of \$7.34 per share.
 - (8) In July, August and September 2005, we issued to certain of our employees options to purchase an aggregate of 48,000 shares of our common stock at an exercise price of \$7.34 per share.
 - (9) On September 6, 2005, we issued 16,500 shares of restricted common stock to an employee.
 - (10) On November 11, 2005, we issued to one of our employees options to purchase 7,000 shares of our common stock at an exercise price of \$7.34 per share.
 - (11) On December 22, 2005, we issued to certain of our employees options to purchase 29,545 shares of our common stock at an exercise price of \$9.05 per share.
 - (12) In January 2006, we issued to certain of our employees options to purchase an aggregate of 15,000 shares of our common stock at an exercise price of \$9.05 per share.
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- (13) In April 2006, we issued to the certain of our employees options to purchase an aggregate of 16,000 shares of our common stock at an exercise price of \$9.05 per share.
- (14) On May 5, 2006, we issued to certain of our employees options to purchase an aggregate of 47,780 shares of our common stock at an exercise price of \$9.05 per share.
- (15) Effective July 10, 2006, we issued 12,500 shares of restricted common stock to an employee.
- (16) On July 21, 2006, we issued 22,500 shares of our common stock to one of our former employees upon the exercise of stock options at an exercise price of \$9.05 per share.
- (17) Effective the completion of this offering, we will issue 7,500 shares of restricted common stock to an employee.
- (18) Effective upon completion of this offering, we will issue a total of 100,000 shares of restricted common stock to Sudhakar Kesavan, John Wasson and Alan Stewart under their restricted stock award agreements and shares of restricted common stock to each of our non-employee directors with a fair market value equal to three times their respective annual director cash retainer amounts.

Each of the sales described under “Stock Option Grants/Exercises and Grants of Restricted Stock” above was made in reliance upon the exemption from the registration provisions of the Securities Act set forth in Rule 701 promulgated under the Securities Act as the transactions were effected under compensatory benefit plans and contracts relating to compensation as provided under Rule 701. Except with respect to the exercise of stock options by our former employee described in transaction (16) above, the recipients of these securities were our employees and directors and received the securities under our Management Stock Option Plan, and no consideration other than the continued employment or service by the employee and director recipients was received by us in connection with any of these issuances of securities. With respect to transaction (16) above, the recipient of the securities was our employee at the time the options for the securities were issued and received such options under our Management Stock Option Plan. Each of the recipients of securities in these transactions had adequate access, through employment, business or other relationships, to information about us.

ITEM 16. EXHIBITS.**(a) Exhibits:**

Exhibit Number	Exhibit
1.1†	Form of Underwriting Agreement
3.1†	Form of Amended and Restated Certificate of Incorporation of the Registrant (to be effective upon completion of this offering)
3.2†	Amended and Restated Bylaws of the Registrant (to be effective upon completion of this offering)
4.1†	Specimen common stock certificate
4.2†	Form of Amended and Restated Registration Rights Agreement
4.3	See Exhibits 3.1 and 3.2 for provisions of the Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws of the Registrant defining the rights of holders of common stock of the Registrant
5.1	Opinion of Squire, Sanders & Dempsey L.L.P.
10.1†	Management Stock Option Plan
10.2†	2006 Long-Term Equity Incentive Plan (to be effective upon completion of this offering)
10.3†	2006 Employee Stock Purchase Plan (to be effective upon completion of this offering)

Part II

<u>Exhibit Number</u>	<u>Exhibit</u>
10.4†	Amended and Restated Business Loan and Security Agreement dated as of October 5, 2005 by and among ICF Consulting Group Holdings, Inc. and ICF Consulting Group, Inc., as Borrowers, Citizens Bank of Pennsylvania, Chevy Chase Bank, F.S.B., PNC Bank, National Association, Commerce Bank, N.A., as Lenders, and Citizens Bank of Pennsylvania, as Agent; and First Modification to Amended and Restated Business Loan and Security Agreement and Other Loan Documents, dated as of March 14, 2006; and Second Modification to Amended and Restated Business Loan and Security Agreement and Other Loan Documents, dated as of August 25, 2006
10.5†	Form of Amended and Restated Employment Agreement between the Registrant and Sudhakar Kesavan
10.6†	Employment Agreement dated October 1, 2005 between ICF Consulting Group, Inc. and Gerald Croan
10.7†	Form of Severance Protection Agreement between the Registrant and each of Sudhakar Kesavan, Alan Stewart and John Wasson
10.8†	Form of Restricted Stock Award Agreement between the Registrant and each of Sudhakar Kesavan, Alan Stewart and John Wasson
10.9†	Consulting Agreement dated June 25, 1999 between ICF Consulting Group, Inc. and CMLS Management, L.P.; and Form of First Amendment to Consulting Agreement
10.10†	Stock Purchase Agreement by and among ICF Consulting Group, Inc., ICF Consulting Group Holdings, Inc., Terrence R. Colvin, Wesley C. Pickard, Donald L. Zimmerman and the other shareholders of Synergy, Inc. dated effective January 1, 2005
10.11†	Stock Purchase Agreement by and among ICF Consulting Group, Inc., Caliber Associates, Inc. Employee Stock Ownership Plan and Trust, Caliber Associates, Inc., Gerald Croan and Sharon Bishop dated effective September 12, 2005
10.12†	Agreement of Sublease between ICF Kaiser International, Inc. and ICF Consulting Group, Inc. dated June 1999
10.13†	Assignment Agreement regarding Deed of Lease among B2TECS, Hunters Branch Leasing, LLC and ICF Consulting Group, Inc. dated effective October 7, 2005
10.14†	Contract between the State of Louisiana, through the Division of Administration, Office of Community Development, and ICF Emergency Management Services, LLC dated effective June 12, 2006
10.15†	ICF Consulting Group, Inc. 2005 Restricted Stock Plan
10.16†	Restricted Stock Agreement dated September 6, 2005 between ICF Consulting Group, Inc. and Ellen Glover
21.1†	Subsidiaries of the Registrant
23.1†	Consent of Grant Thornton LLP
23.2†	Consent of Argy, Wiltse & Robinson, P.C.
23.3	Consent of Squire, Sanders & Dempsey L.L.P. (included in Exhibit 5.1)
24.1†	Power of Attorney
24.2†	Power of Attorney of Dr. Srikant M. Datar

† *Previously filed.*

(b) Financial Statement Schedules:

No financial statement schedules are provided because the information called for is not required or is shown either in the financial statements or the notes thereto.

ITEM 17. UNDERTAKINGS.

Insofar as indemnification for liabilities arising under the Securities Act, may be permitted to directors, officers and controlling persons of the Registrant pursuant to the Delaware General Corporation Law, the Amended and Restated Certificate of Incorporation and the Amended and Restated Bylaws of the Registrant, the Underwriting Agreement, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered hereunder, the Registrant will, unless in the opinion of counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

- (1) For purpose of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4), or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.
- (2) For purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

The undersigned Registrant hereby further undertakes to provide to the underwriter at the closing specified in the underwriting agreements certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

Exhibit index

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23.3	Consent of Squire, Sanders & Dempsey L.L.P. (included in Exhibit 5.1)
24.1†	Power of Attorney
24.2†	Power of Attorney of Dr. Srikanth M. Datar

† *Previously filed.*

Squire, Sanders & Dempsey L.L.P.
800 Towers Crescent Drive, 14th Floor
Tysons Corner, VA 22182-2700

September 22, 2006

Board of Directors
ICF International, Inc.
9300 Lee Highway
Fairfax, VA 22031

Gentlemen:

We have acted as counsel for ICF International, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing by the Company of a registration statement on Form S-1 (the "Registration Statement") with the United States Securities and Exchange Commission under the Securities Act of 1933, as amended (the "Securities Act"), relating to the sale of shares of common stock, par value \$0.001 ("Common Stock"), of the Company, including shares of Common Stock to cover over-allotments, if any. Up to 4,359,948 shares of Common Stock will be issued and sold by the Company (the "Primary Shares") and up to 1,010,552 shares of Common Stock will be offered and sold by stockholders of the Company identified in the Registration Statement (the "Secondary Shares").

We have reviewed the Registration Statement and have examined such other documents, and considered such matters of law, as we have deemed necessary or appropriate for purposes of this opinion. We have assumed the genuineness of all signatures on all documents reviewed by us, the authenticity of all documents submitted to us as originals, and the conformity to authentic originals of all documents submitted to us as copies.

Based upon and subject to the foregoing, we are of the opinion that, (a) when the Registration Statement has become effective, the Primary Shares, when issued by the Company and paid for in the manner contemplated by the prospectus contained in the Registration Statement, will be legally issued, fully paid and non-assessable and (b) the Secondary Shares have been legally issued and are fully paid and non-assessable.

The opinions set forth herein are rendered as of the date hereof and are based solely upon the General Corporation Law of the State of Delaware. We consent to the reference to our Firm wherever appearing in the Registration Statement and to the inclusion of this opinion as an exhibit to the Registration Statement. In giving such consent, we do not admit hereby that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations promulgated thereunder.

Very truly yours,
/s/ Squire, Sanders & Dempsey L.L.P.

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8000 Towers Crescent Drive
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jmaiwurm@ssd.com

September 22, 2006

Karen J. Garnett, Assistant Director
Paul Fischer, Attorney-Advisor
Securities and Exchange Commission
100 F Street, NE
Washington, DC 20549

Re: ICF International, Inc.
Amendment No. 4 to Registration Statement on Form S-1
Filed September 12, 2006
File No. 333-134018

Dear Ms. Garnett and Mr. Fischer:

Thank you for your letter dated September 21, 2006 setting forth comments on Amendment No. 4 to the above-referenced Registration Statement on Form S-1.

On behalf of ICF International, Inc. ("ICF"), responses to your inquiries are set forth below. Additionally, we are filing herewith Amendment No. 5 to the Registration Statement ("Amendment No. 5"), which includes the final legal opinion of Squire, Sanders & Dempsey L.L.P. (Exhibit 5.1). We are also providing to the Staff three unmarked copies of Amendment No. 5 and three copies of Amendment No. 5 that are marked to show changes from Amendment No. 4. This response letter has been filed via EDGAR, tagged as "CORRESP."

We look forward to working with you as we move toward acceleration of the effective date of the Registration Statement. Provided the Staff has no further comments regarding the Registration Statement, ICF currently anticipates that, as early as Monday, September 25, 2006, it will request acceleration of the effective date of the Registration Statement to as early as Wednesday, September 27, 2006.

Use of Proceeds — page 34

1. We note that you intend to use up to approximately \$46 million of the net proceeds of the offering to repay a portion of existing indebtedness under your revolving credit and term loan facilities. Adding the three figures you include for the short-term loan facility, the

term loan facility, and the revolving credit facility, results in a figure of roughly \$40 million. Please advise or revise.

Response: ICF anticipates that the total amount outstanding under its revolving credit and term loan facilities at the time of the completion of the offering may be as high as \$46 million. The actual amount depends upon whether certain substantial subcontractor invoices related to the Road Home Contract are paid prior to the completion of the offering. In the event payment is made prior to completion of the offering, ICF will borrow the funds necessary to make those payments under its revolving credit facility. As a result, the estimated maximum indebtedness to be repaid with ICF's net proceeds from the offering exceeds the amounts identified as outstanding in the descriptions of ICF's revolving credit and term loan facilities as of August 25, 2006.

Capitalization, page 37

2. We note your disclosure that the as-adjusted figures shown in your capitalization table will be subject to adjustment for the payment of outstanding debt and one-time bonuses. Explain to us why these adjustments are not reflected in the as adjusted balances in your current capitalization table.

Response: Although the as-adjusted figures referenced in this comment will be subject to reduction based on ICF's use of its net proceeds from the offering, the precise amount of debt to be repaid at the completion of this offering is not presently ascertainable, as discussed in the previous response. Consequently, ICF is not able to accurately reduce the as-adjusted figures included in the prospectus. ICF could reduce the as-adjusted figures by the \$2.7 million bonus amount. However, ICF believes that the disclosure is more clear when the two primary uses of net proceeds are discussed together in the paragraph preceding the capitalization table rather than applying the bonus amount to the as-adjusted figures without making similar adjustments for debt repayment.

Exhibit 1.1 — Form of Underwriting Agreement

3. We note your disclosure that the offering will be underwritten on a firm commitment basis. However, upon our review of the underwriting agreement it appears that the underwriters' discretion to terminate the agreement prior to closing is inconsistent with a firm commitment offering. We note disclosure at Section 10.2.E. referencing "any change in financial, political, or economic conditions in the United States or elsewhere, if the effect of any such event in clause D or E, in the sole judgment of UBS, makes it impractical or inadvisable to proceed with the public offering or the delivery of the Shares on the terms and in the manner contemplated by the Registration Statement." Please revise the agreement or provide an analysis of why this is a firm commitment underwriting in light of the discretion granted by this clause. Refer to the no-action relief granted to The First Boston Corporation (1985).

Response: ICF notes the Staff's comment. ICF has been advised by UBS Securities LLC and its outside counsel, Davis Polk & Wardwell, that the condition set forth in section 10(2)(E) of the proposed underwriting agreement for this offering is consistent with a firm commitment underwriting as described in *The First Boston Corporation* (SEC No-Action Letter, September 3, 1985).

In *The First Boston Corporation*, the Division of Market Regulation stated its belief that "market-out" clauses that permit an underwriter to terminate its purchase obligation based upon (i) the occurrence of non-material events affecting the issuer or the securities markets in general or (ii) an inability to market the securities, are not appropriate in the context of a firm-commitment underwriting. In addition, the Division of Market Regulation stated that "a market-out clause in a firm-commitment underwriting may not permit the underwriter to abrogate his obligation to purchase the offered securities from the issuer based upon the inability to market the securities." ICF and UBS respectfully submit that section 10(2)(E) of the proposed underwriting agreement for this offering is consistent with the views expressed by the Division of Market Regulation in *The First Boston Corporation*.

The language in section 10(2)(E) is consistent with general market practice, as evidenced by the underwriting agreements cited below, and is not intended by ICF or by UBS to give rise to a discretionary termination right based upon non-material events or the underwriters' mere inability to market the securities. For a "change in financial, political or economic conditions" to make it impractical or inadvisable to proceed with the public offering, and therefore give rise to a termination right, such a change must be material and adverse, pursuant to the long-standing and well-understood intent, meaning and interpretation of this clause. While section 10(2)(E) refers to the impracticality or inadvisability of proceeding with the public offering, it does so as a further limitation on the type of "change" that may trigger this clause. If the underwriters cannot find purchasers for the securities offered, but there was no such change in financial, political or economic conditions, the condition of section 10(2)(E) would not be met and the underwriters would not have a termination right under this clause.

See, e.g., the following underwriting agreements, each of which was filed by the registrant in a firm-commitment underwriting registered on Form S-1:

- Purchase agreement filed by Otis Spunkmeyer Holdings, Inc. on September 8, 2006, at page 21 (Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities Inc. as representatives of the underwriters) ("The Representatives may terminate this Agreement . . . (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions, in each case the effect of which is such as to make

it, in the judgment of the Representatives, *impracticable or inadvisable to market the Securities* or to enforce contracts for the sale of the Securities . . .”).

- Underwriting agreement filed by Aventine Renewable Energy Holdings Inc. on June 28, 2006, at page 24 (Banc Of America Securities LLC, Friedman, Billings, Ramsey & Co., Inc. and Goldman, Sachs & Co. as representatives of the underwriters) (“The obligations of the several Underwriters hereunder shall be subject to termination in the absolute discretion of the Representatives, at any time prior to the Closing Time or any Option Closing Time, (i) if there has occurred any outbreak or escalation of hostilities or other national or international calamity or crisis *or change in economic, political or other conditions*, the effect of which on the United States or international financial markets is such as to make it, in the judgment of the Representatives, *impracticable to market the Shares* or enforce contracts for the sale of the Shares . . .”).
- Underwriting agreement filed by Tennessee Commerce Bancorp, Inc. on June 22, 2006, at page 29 (FTN Midwest Securities Corp. as representative of the underwriters) (“The Representative may terminate this Agreement . . . (ii) if there has occurred any material adverse change in the financial markets in the United States, any outbreak of hostilities or escalation thereof or other calamity or crisis *or any change or development involving a prospective change in national or international political, financial or economic conditions*, including without limitation as a result of terrorist activities, in each case the effect of which is such as to make it, in the judgment of the Representative, *impracticable or inadvisable to market the Shares* or to enforce contracts for the sale of the Shares . . .”).
- Underwriting agreement filed by Synchronoss Technologies, Inc. on June 12, 2006, at page 21 (Goldman, Sachs & Co., Deutsche Bank Securities and Thomas Weisel Partners LLC as representatives of the underwriters) (“On or after the Applicable Time, there shall not have occurred any of the following: . . . (v) the occurrence of any other calamity or crisis *or any change in financial, political or economic conditions in the United States or elsewhere*, if the effect of any such event specified in clause (iv) or (v) in the judgment of the Representatives makes it *impracticable or inadvisable to proceed with the public offering* or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus . . .”).
- Underwriting agreement filed by Hiland Partners, LP on November 14, 2005, at page 15 (A.G. Edwards & Sons, Inc., Raymond James & Associates, Inc. and RBC Capital Markets Corporation as underwriters) (“There shall not have occurred any of the following: . . . (v) any calamity or crisis, change in national, international or world affairs, act of God, change in the international or domestic markets, *or change in the existing financial, political or economic conditions in the United States or elsewhere*, the effect of which on the financial markets of the United States is such as to make it in the judgment of the Underwriters *impracticable or inadvisable to proceed with the*

public offering or the delivery of the Units in the manner contemplated in the Prospectus.”).

- Underwriting agreement filed by Cold Spring Capital Inc. on November 4, 2005, at page 20 (Deutsche Bank Securities Inc. as representative of the underwriters) (“This Agreement may be terminated by you by notice to the Company (a) at any time prior to the Closing Date or any Option Closing Date (if different from the Closing Date and then only as to Option Units) if any of the following has occurred: . . . (ii) any outbreak or escalation of hostilities or declaration of war or national emergency or other national or international calamity or crisis *or change in economic or political conditions* if the effect of such outbreak, escalation, declaration, emergency, calamity, crisis or change on the financial markets of the United States would, in your judgment, make it *impracticable or inadvisable to market the Units* or to enforce contracts for the sale of the Units.”).
- Underwriting agreement filed by Bronco Drilling Company Inc. on October 20, 2005, at page 21 (Johnson Rice & Company L.L.C. as representative of the underwriters) (“In addition to their rights to terminate this Agreement under section 5 hereof, the Representative may terminate this Agreement, by notice to the Company, at any time at or prior to the First Delivery Date . . . (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities or escalation thereof or acts of terrorism or other calamity or crisis or *any change or development involving a prospective change in national or international political, financial or economic conditions*, in each case the effect of which is such as to make it, in the judgment of the Representative, *impracticable or inadvisable to market the Securities* or to enforce contracts for the sale of the Securities . . .”).
- Underwriting agreement filed by Electro-Optical Sciences, Inc. on September 27, 2005, at section 11(b) (ThinkEquity Partners LLC as representative of the underwriters) (“ThinkEquity shall have the right to terminate this Agreement at any time prior to the Closing Date or to terminate the obligations of the Underwriters to purchase the Additional Shares at any time prior to the Additional Closing Date, as the case may be, if: . . . (v) (A) there shall have occurred any outbreak or escalation of hostilities or acts of terrorism involving the United States or there is a declaration of a national emergency or war by the United States or (B) there shall have been any other calamity or crisis *or any change in political, financial or economic conditions* if the effect of any such event in (A) or (B), in the reasonable judgment of ThinkEquity, makes it *impracticable or inadvisable to proceed with the offering*, sale and delivery of the Firm Shares or the Additional Shares, as the case may be, on the terms and in the manner contemplated by the Prospectus.”).

- Underwriting agreement *filed* by Pennsylvania Commerce Bancorp Inc. on October 22, 2004, at page 20 (Sandler O'Neill & Partners, L.P. as representative of the underwriters) ("On or after the date hereof there shall not have occurred any of the following: . . . (v) the occurrence of any other calamity or crisis *or any change in financial, political or economic conditions in the United States or elsewhere*, including without limitation, as a result of terrorist activities occurring after the date hereof, if the effect of any such event specified in clause (iv) or (v), in the judgment of Sandler O'Neill & Partners, L.P. makes it *impracticable or inadvisable to proceed with the public offering* or the delivery of the Shares being delivered at such Time of Delivery on the terms and in the manner contemplated in the Prospectus.").

We appreciate the Staff's attention to the Registration Statement and the opportunity to provide the foregoing responses to the Staff's comments. Given the expected acceleration request next week, please let me know as soon as possible whether the Staff has any additional comments regarding the Registration Statement. If you wish to discuss any of the foregoing comments, please call my colleague, Michael Gardiner at (614) 365-2805.

Very truly yours,

/s/ James J. Maiwurm

James J. Maiwurm*

cc: Sudhakar Kesavan, ICF International, Inc.
Robert Telewicz, Securities and Exchange Commission

* Admitted only in D.C., Maryland, New York and Ohio.