

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

**Current Report
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) **January 17, 2014**

LIQUIDITY SERVICES, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

0-51813
(Commission
File Number)

52-2209244
(IRS Employer
Identification No.)

1920 L Street, N.W., 6th Floor, Washington, D.C.
(Address of principal executive offices)

20036
(Zip Code)

Registrant's telephone number, including area code **(202) 467-6868**

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01. Entry into a Material Definitive Agreement.

On January 17, 2014, the Defense Logistics Agency Disposition Services ("DLA") notified Liquidity Services, Inc. (the "Company") that the Company has been awarded a follow-on contract ("Follow-On Contract") to its current Surplus Usable Property Sales Contract (Sales Contract Number 08-0001-0001), as amended (the "Surplus Contract") between the Company and the DLA. The Follow-On Contract extends the terms of its current Surplus Contract for the disposition of usable surplus property from the U.S. Department of Defense. Under the Follow-On Contract, which commences February 14, 2014, the Company's performance period has been extended by a base term of 10 months with two one-month additional option periods exercisable by the DLA. All other terms, including pricing, remain consistent with the prior Surplus Contract.

The Follow-On Contract was issued through the modification of its current Surplus Agreement by Supplemental Agreement 8 (the "Modification") dated January 17, 2014 between the DLA and the Company. The Modification permitted the DLA to award the Follow-On Contract. The DLA notified the Company later on January 17, 2014 that it was awarding the Follow-on Contract authorized under the Modification.

A copy of the associated press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibit is filed as part of this report:

- 10.1 Supplemental Agreement 8, dated January 17, 2014, relating to the modification of that certain Surplus Usable Property Sales Contract (Sales Contract Number 08-0001-0001), as amended (the "Surplus Contract"), between the Company and the Defense Logistics Agency Disposition Services of the U.S. Department of Defense.
- 10.2 Notice of Award, Statement, and Release Document, dated January 17, 2014, relating to the Surplus Contract between the Company and the Defense Logistics Agency Disposition Services of the U.S. Department of Defense.

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 hereunto duly authorized.

LIQUIDITY SERVICES, INC.
(Registrant)

Date: January 21, 2014

By: /s/ James E. Williams
Name: James E. Williams
Title: Vice President, General Counsel and Corporate Secretary

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Supplemental Agreement 8, dated January 17, 2014, relating to the modification of that certain Surplus Usable Property Sales Contract (Sales Contract Number 08-0001-0001), as amended (the "Surplus Contract"), between the Company and the Defense Logistics Agency Disposition Services of the U.S. Department of Defense.
10.2	Notice of Award, Statement, and Release Document, dated January 17, 2014, relating to the Surplus Contract between the Company and the Defense Logistics Agency Disposition Services of the U.S. Department of Defense.
99.1	Press Release, dated January 20, 2014, with respect to the Surplus Contract.

**SALE OF GOVERNMENT PROPERTY
AMENDMENT OF INVITATION FOR BIDS/MODIFICATION OF CONTRACT**

1. AMENDMENT TO INVITATION FOR BIDS NO.:

2. EFFECTIVE DATE

SUPPLEMENTAL AGREEMENT NO.: 8

01/17/2014

3. ISSUED BY

DLA Disposition Services
National Sales Office
74 North Washington Street
Battle Creek, MI 49017-3092

4. NAME AND ADDRESS WHERE BIDS ARE RECEIVED

5. o AMENDMENT OF INVITATION FOR BIDS NO. (See Item 6) DATED x MODIFICATION OF CONTRACT NO. (See Item 8) DATED

07/31/2008

6. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF INVITATIONS FOR BIDS

The above numbered invitation for bids is amended as set forth in Item 9. Bidders must acknowledge receipt of this amendment unless indicated otherwise in item 11 prior to the hour and date specified in the invitation for bids, or as amended, by one of the following methods:

- (a) By signing and returning _____ copies of this amendment;
- (b) By acknowledging receipt of this amendment on each copy of the bid submitted; or
- (c) By separate letter or telegram which includes a reference to the invitation for bids and amendment number.

FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID. If by virtue of this amendment you desire to change a bid already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the invitation for bids and this amendment, and is received prior to the opening hour and date specified.

7. ACCOUNTING AND APPROPRIATION DATA (If required)

8. THIS APPLIES ONLY TO MODIFICATION OF CONTRACTS

This Supplemental Agreement is entered into pursuant to authority of

Mutual Agreement for Contract 08-0001-0001

9. DESCRIPTION OF AMENDMENT/MODIFICATION (Except as provided below all terms and conditions of the document referenced in Item 5 remain in full force and effect)

Whereas Contract 08-0001-0001 was entered into on July 31, 2008 by and between the United States of America, hereinafter referred to as the GOVERNMENT, and Liquidity Services, Incorporated, hereinafter referred to as the CONTRACTOR, and whereas the contract involved property as described in Invitation For Bid (IFB) 08-0001:

THE HOUR AND DATE FOR RECEIPT OF BIDS o IS NOT EXTENDED, o IS EXTENDED UNTIL O'CLOCK M
(LOCAL TIME) DATE

10. BIDDER/PURCHASE NAME AND ADDRESS (Include ZIP Code)

Liquidity Services, Incorporated
1920 L Street, NW, 6th Floor
Washington, DC 20036

11. o BIDDER IS NOT REQUIRED TO SIGN THIS DOCUMENT
x PURCHASER IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND 0 COPIES TO THE ISSUING OFFICE

12. SIGNATURE FOR BIDDER/PURCHASER

BY /s/ Bruce Gearey
(signature of person authorized to sign)

15. UNITED STATES OF AMERICA

BY /s/ Rebecca Bellinger
(Signature of Contracting Officer)

13. NAME AND TITLE OF SIGNER (Type or print) 14. DATE SIGNED

BRUCE GEAREY
Executive Vice President 01/17/2014

16. NAME OF CONTRACTING OFFICER 17. DATE SIGNED (Type or print)

REBECCA BELLINGER 01/17/2014

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is usable

STANDARD FORM 114D (REV. 1-94)
Prescribed by GSA FPMR (41 CFR) 101-45.3,

WHEREAS, certain DLA Disposition Services assets that have been determined no longer needed by the Government may result in a sales transaction that is conducted by the DLA Disposition Services Sales Office; and

WHEREAS, the Government’s requirements include inventory screening, inventory controls, resale purchaser screening, inventory removal, and other requirements that the sales contractor must perform as a condition of the sale of these assets; and

WHEREAS, the Government is currently restructuring a new solicitation to best address the needs of the Government as it relates to the sale of Assets.

WHEREAS, ARTICLE FOUR: Contract Performance, Section 5, Cessation of Property Referrals states: There shall be no further referrals of property by DRMS to Contractor from the wind-down commencement date forward. Submission of monthly, quarterly and annual reports shall continue as before the wind-down commencement date until the wind-down is completed.

NOW THEREFORE, it is in the best interest of the Government and mutually agreed between the Government and the Contractor that the following changes are in effect:

Contract 08-0001-0001, Article Four, Section 5, Cessation of Property Referral is changed to read: Except for such property that was in the Contractor’s possession prior to the commencement of the wind-down period, but was not yet referred to Contractor on a Delivery Order prior to the commencement date of the wind-down, there shall be no further referrals of property under Sales Contract No. 08-0001-0001 by DLA Disposition Services to Contractor from the wind-down commencement date forward. The wind-down period shall extend simultaneously with the period of the follow-on sole source contract, Sales Contract No. 08-0002-0001, (“Follow-on Contract”), subject to all early termination provisions. The Follow-on Contract is scheduled with the Contractor for a ten month period, to include two one-month additional options, which may be exercised at the sole discretion of DLA Disposition Services. Wind-down period is not to exceed nine months. Submission of monthly, quarterly and annual reports shall continue as before the wind-down commencement date until the wind-down is completed.

//////////////////////////////////**NOTHING FOLLOWS**//////////////////////////////////

CONTRACT NUMBER 08-0001-0002**Attachment to NOTICE OF AWARD, STATEMENT, AND RELEASE DOCUMENT**

Description of the property is as identified in IFB 08-0002. This contract includes final IFB 08-0002, Supplemental Agreements 1 - 8, and the entire technical proposal submitted in support of RFTP 08-0001. All Terms and Conditions of contract 08-0001-0001 awarded on July 31, 2008 (to include supplemental agreements 1 through 8) remain the same except for the deletion of the following:

ARTICLE FOUR, Section 1, Performance Period

ARTICLE FOUR, Section 2, Phase-In Period

ARTICLE SIX, Section 1, Product Pool, "The government guarantees to issue the Contractor the lesser of 124,000 line items of property annually or issue to the Contractor property with an annual acquisition value of \$570,000,000 under this contract."

Performance period for this contract is 10 months from the contract performance date. Two one-month additional options may be offered by the Government. Contract performance begins on February 14, 2014.

Bid percentages are as follows:

Sales Item Number:	1
Bid Percentage (Up-Front Property Payment):	0.8000% of the acquisition value
Back-End Property Payment (120 days of issue):	1.0% of the acquisition value
Total Purchase Price Percentage:	1.8% of acquisition value

Bid Deposit Paid:	\$ 100,000.00
Payment Deposit	\$ 500,000.00
Financial Guarantee Bond	\$4,500,000.00

 SCO

 DATE

**Liquidity Services, Inc. Receives Follow-On Contract
for the Sale of U.S. Defense Department Surplus Property**

WASHINGTON—January 20, 2014 — Liquidity Services, Inc. (NASDAQ:LQDT), a global solutions provider in the reverse supply chain with leading online marketplaces for surplus assets, today announced that it has been awarded a follow-on contract by the Defense Logistics Agency (DLA) to extend the terms of its current Surplus Contract for the disposition of usable surplus property from the U.S. Department of Defense. Under the follow-on contract, which commences February 14, 2014, Liquidity Services' performance period has been extended by a base term of 10 months with two one-month additional option periods. All other terms, including pricing, will remain consistent with the prior Surplus Contract.

The principal terms of the follow-on Surplus Contract agreement are described in a Form 8-K to be filed with the SEC on Tuesday, January 21, 2014.

Liquidity Services does not believe the follow-on Surplus Contract will have a material effect on its fiscal year 2014 results.

About Liquidity Services, Inc.

Liquidity Services, Inc. (NASDAQ: LQDT) provides leading corporations, public sector agencies, and buying customers the world's most transparent, innovative, and effective online marketplaces and integrated services for surplus assets. On behalf of its clients, Liquidity Services has completed the sale of over \$4.3 billion of surplus, returned, and end-of-life assets in over 500 product categories, including consumer goods, capital assets, and industrial equipment. The company is based in Washington, D.C. and has approximately 1,300 employees. Additional information can be found at: <http://www.liquidityservices.com>.

FORWARD LOOKING STATEMENTS

This document contains forward-looking statements made pursuant to the Private Securities Litigation Reform Act of 1995. These statements are only predictions. The outcome of the events described in these forward-looking statements is subject to known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to differ materially from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. These statements include, but are not limited to, statements regarding the Company's business outlook and expected future effective tax rates. You can identify forward-looking statements by terminology such as "may," "will," "should," "could," "would," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continues" or the negative of these terms or other comparable terminology. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements.

There are a number of risks and uncertainties that could cause our actual results to differ materially from the forward-looking statements contained in this document. Important factors that could cause our actual results to differ materially from those expressed as forward-looking statements are set forth in our filings with the SEC from time to time, and include, among others, our dependence on our contracts with the DoD and Wal-Mart for a significant portion of our revenue and profitability; our ability to successfully expand the supply of merchandise available for sale on our online marketplaces; our ability to attract and retain active professional buyers to purchase this merchandise; the timing and

success of upgrades to our technology infrastructure; our ability to successfully complete the integration of any acquired companies, including NESAs, Go-Industry, Jacobs Trading and Truckcenter.com, into our existing operations and our ability to realize any anticipated benefits of these or other acquisitions; and our ability to recognize any expected tax benefits as a result of closing our U.K. retail consumer goods operations. There may be other factors of which we are currently unaware or deem immaterial that may cause our actual results to differ materially from the forward-looking statements.

All forward-looking statements attributable to us or persons acting on our behalf apply only as of the date of this document and are expressly qualified in their entirety by the cautionary statements included in this document. Except as may be required by law, we undertake no obligation to publicly update or revise any forward-looking statement to reflect events or circumstances occurring after the date of this document or to reflect the occurrence of unanticipated events.

CONTACT

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