

**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) **July 25, 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 July 25, 2014, Liquidity Services, Inc. (the "Company") was awarded the contract for the Non-Rolling Stock Multiple Assets Surplus Usable Property Liquidation Sale (Sales Contract Number 14-0091-0002) (the "New Surplus Contract") by the Defense Logistics Agency Disposition Services (the "DLA") of the U.S. Department of Defense (the "DoD"). A copy of the New Surplus Contract is attached hereto as Exhibit 10.1 and is incorporated herein by reference. A press release, issued on July 30, 2014, announcing the award of the New Surplus Contract by the DLA to the Company is attached hereto as Exhibit 99.1.

The New Surplus Contract requires that the Company acquire all usable non-rolling stock surplus property offered to it by the DLA under the New Surplus Contract at a purchase price equal to a fixed percentage of approximately 4.35% of the DLA's original acquisition value for all items referred, including an up front payment of 0.5% of the DLA's original acquisition value and a backend payment of 3.85% of the DLA's original acquisition value after 120 days. The Company will retain 100% of the profit from the resale of the property and bear all of its costs for the transport, storage, merchandising and sale of the property. The DLA has broad discretion to determine what property will be made available for sale to the Company under the New Surplus Contract and may retrieve or restrict property previously sold to the Company under the New Surplus Contract for a variety of reasons, including for national security reasons or if the property is otherwise needed to support the mission of the DoD. The New Surplus Contract has a 24-month base term (with four 12-month extension options exercisable by the DLA) and the New Surplus Contract also contains provisions allowing the DLA to add international locations and other commodity categories upon mutual agreement. Further, the New Surplus Contract contains a provision allowing the DLA to terminate the contract for convenience upon written notice from the DLA. There is a six month ramp-up period prior to the effective date of the New Surplus Contract during which time the Company will adjust its operations to conform to the requirements of the new contract. The Company expects to commence operations under the New Surplus Contract during the first half of its fiscal year 2015.

As described in Item 1A "Risk Factors" of the Company's Annual Report on Form 10-K for the fiscal year ended September 30, 2013, LSI depends on its contracts with the DLA for a significant portion of its revenue.

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 exhibits are filed as part of this report:

- 10.1 Notice of Award, Statement, and Release Document, dated July 25, 2014, relating to the Non-Rolling Stock Multiple Assets Surplus Usable Property Liquidation Sale (Sales Contract Number 14-0091-0002) between the Company and the Defense Logistics Agency Disposition Services of the U.S. Department of Defense.
- 99.1 Press Release, dated July 30, 2014, with respect to the New Surplus Contract.

2

---

**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: July 30, 2014

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

3

---

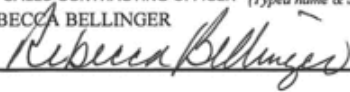
**Exhibit Index**

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
10.1	Notice of Award, Statement, and Release Document, dated July 25, 2014, relating to the Non-Rolling Stock Multiple Assets Surplus Usable Property Liquidation Sale (Sales Contract Number 14-0091-0002) between the Company and the Defense Logistics Agency Disposition Services of the U.S. Department of Defense.
99.1	Press Release, dated July 30, 2014, with respect to the New Surplus Contract.

4

---

ALL COMMUNICATIONS SHOULD INCLUDE THE CONTRACT NUMBER SHOWN IN BLOCK 5 BELOW

<b>NOTICE OF AWARD, STATEMENT, AND RELEASE DOCUMENT</b>		1. PAGE 1 OF 3				
2. FROM: <i>(Name and address of Sales Office)</i> DLA Disposition Services 74 North Washington Battle Creek, MI 49037		3. DATE OF AWARD July 25, 2014				
		4. INVITATION NO. 14-0091				
		5. CONTRACT NO. 14-0091-0002				
6. TO: <i>(Name and address of Purchaser)</i>  Liquidity Services, Incorporated 1920 L Street, 6th Floor Washington, DC 20036		7. BIDDER NO. 8050000993				
		8. (PAID STAMP)   (For Release of Property Only)				
This is to inform you that your firm has been awarded a contract of sale for the following materials as a result of the above numbered Invitation to Bid.		9. PROPERTY MUST BE REMOVED BY <i>(Final date of removal)</i>				
10. SURPLUS AND/OR EXCHANGE/SALE ITEMS						
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE	QUANTITY RELEASED
<i>a</i>	<i>b</i>	<i>c</i>	<i>d</i>	<i>e</i>	<i>f</i>	<i>g</i>
	See attachment to Notice of Award (page 3)				\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
11. RELEASE		12. STATEMENT OF ACCOUNT				
An agent of the purchaser obtaining release of the material must present purchaser authorization.		Payment of amount due the U.S. Government must be made prior to removal of any material. Refer to the IFB for all methods of acceptable payment.				
A. I HAVE RECEIVED THE ABOVE LISTED MATERIALS IN THE QUANTITY INDICATED AND HAVE ACCEPTED SAME IN COMPLIANCE WITH THE TERMS OF ABOVE NUMBERED CONTRACT.  _____ TYPED OR PRINTED NAME AND SIGNATURE OF PURCHASER OR AUTHORIZED AGENT		A. TOTAL CONTRACT PRICE	\$ _____			
		B. LESS DEPOSIT	\$ _____			
B. RELEASED BY <i>(Signature)</i>		C. BALANCE DUE	\$ _____			
		D. REFUND DUE	\$ _____			
C. DATE	D. VOUCHER NO.	E. STORAGE CHARGES	\$ _____			
13. SALES CONTRACTING OFFICER <i>(Typed name &amp; Signature)</i> REBECCA BELLINGER 		F. PAYMENT RECEIVED	\$ _____			
		G. REFUND MADE	\$ _____			

**DISPOSAL NOTIFICATION TO ALL PURCHASERS AND SUB-PURCHASERS**

The use, disposition, export and reexport of this property is subject to all applicable U.S laws and regulations, including the Arms Export Control Act (22 CFR 2751 et seq.), the Export Administration Act of 1979 (560 U.S.C. App. 2401 et seq.); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export Administration Regulations (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); and the Espionage Act (37 U.S.C. 791 et seq.) which among other things, prohibits:

- a. The making of false statements and concealment of any material information regarding the use or disposition, export or reexport of the property, and
- b. Any use or disposition, export or reexport of the property which is not authorized in accordance with the provisions of this agreement.

Before any export or reexport of this property is attempted, contact the Office of Defense Trade Controls, Department of State and the Bureau of Export Administration, Department of Commerce for export licensing

REMARKS

**PART 2 - TIPS FOR PURCHASERS**

You have been awarded the items listed on the reverse side of this document. In order to minimize confusion or any chance of you having to pay storage charges or your contract being terminated for failure to pay for and remove property, you should do the following:

- 1. If there is an amount due indicated in Block 12 C, you should remit this immediately to the sales office indicated in Block 2. **NO PROPERTY CAN BE REMOVED UNTIL PAID FOR.** Unless otherwise indicated in the IFB, **MAKE CHECKS PAYABLE TO: U.S. TREASURY.** Receipts are not furnished.
- 2. (Read Block 9). This is your final free removal date. If you do not remove the property by this date you will be placed in Default and storage charges will be assessed.
- 3. Make arrangement for pickup of property and send release authorizations to both the carrier and the disposal officer where the material is located. **THE GOVERNMENT WILL NOT ACT AS LIAISON IN ANY FASHION BETWEEN PURCHASER AND CARRIER.** If desired, a list of carriers serving the area is available from the Sales Office indicated on the reverse side.
- 4. Furnish your agent or carrier complete info needed to remove the property. **THE GOVERNMENT WILL ONLY MAKE INITIAL PLACEMENT WHERE IT IS PROVIDED THE GOVERNMENT LOADS. PLACING, HANDLING, PACKING, BRACING, BLOCKING ETC., ARE YOUR RESPONSIBILITY.**
- 5. If the IFB provided that purchaser loads, then you must make all arrangements for loading including any equipment you may require to accomplish such loading. **IN THESE INSTANCES, THE GOVERNMENT WILL PROVIDE NO ASSISTANCE.**
- 6. Follow up with your carrier or agent frequently, especially if you are in default. Extensions or reinstatements of your contract cannot be made because of your agent or carrier's failure to do something.
- 7. Upon receipt of property, inspect it immediately for misdescription. Misdescription claims filed after 30 days from date of removal will be denied as untimely filed.
- 8. If you have any questions regarding this award, contact the Sales Contracting Officer at once.

**Attachment to NOTICE OF AWARD, STATEMENT, AND RELEASE DOCUMENT**

Description of the property is as identified in Invitation For Bid 14-0091. Performance period for this contract is 24 months from the date of the first delivery order after completion of the phase-in period. Up to four (4) twelve month additional options may be offered by the Government.

Bid percentages are as follows:

Up-Front Property Payment:	0.50% of the acquisition value
Back-End Property Payment:	3.85% of the acquisition value after 120 days

Bid Deposit Paid to the Government (April 1, 2014):	\$ 100,000.00
Payment Deposit (due upon Government notification):	\$ 500,000.00
Financial Guarantee Bond (due upon Government notification):	\$3,000,000.00

-----NOTHING FOLLOWS-----

**Liquidity Services, Inc. Awarded New Surplus Contract with the U.S. Department of Defense for Usable, Non-Rolling Stock Surplus Property**

**WASHINGTON — July 30, 2014** — Liquidity Services, Inc. (NASDAQ: LQDT), a global solutions provider in the reverse supply chain with leading online marketplaces for surplus assets, today announced the award of its new Surplus Contract with the Defense Logistics Agency Disposition Services (DLA) of the U.S. Department of Defense (DoD) to manage the receipt, storage, marketing and sale of all usable non-rolling stock surplus property generated by DoD installations in the United States and its territories. The contract has a 24-month base term with four 12-month renewal options, including the option to add international locations and other commodity categories upon mutual agreement. There is a six-month ramp up period prior to the effective date of the new Surplus Contract during which time the Company will adjust its operations to conform to the requirements of the new contract. Liquidity Services expects to commence operations under the new contract during the first half of its fiscal year 2015.

The new surplus contract ensures Liquidity Services will continue to serve as the primary channel for the sale of DoD usable surplus property in key asset verticals, including: aerospace, audio/video, boats and marine vessels, communications, field gear, fitness and sporting equipment, heavy industrial equipment, machine tools, material handling equipment, medical and dental, test and measurement equipment, and technology.

Under the terms of the new contract, Liquidity Services will pay DLA approximately 4.35% of DoD's original acquisition value (OAV) for all items referred, including an upfront payment of 0.5% of the OAV and a backend payment of 3.85% of the OAV after 120 days. Liquidity Services will retain 100% of the profit from the resale of the property and bear all of its costs for the transport, storage, merchandising and sale of the property. DoD usable non-rolling stock surplus property will continue to be offered for sale through Liquidity Services' online auction marketplace, [www.govliquidation.com](http://www.govliquidation.com).

"We are excited to build on our 14-year relationship with DLA and to continue this relationship to securely sell the majority of surplus assets generated by the DoD across the United States, Puerto Rico, the U.S. Virgin Islands and Guam," said Bill Angrick, Chairman and CEO of Liquidity Services. "Our deep experience in processing and selling over 240 million surplus items for the DoD will enable us to continue to provide innovative solutions to our agency partner while enhancing value for these items by integrating our sales with the General Services Administration's official government sales portal which will add to our base of over 2.6 million buyers seeking surplus assets on our marketplace platform."

**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 \$4.7 billion of surplus assets in over 500 product categories, including consumer goods, capital assets, and industrial equipment. The company is headquartered in Washington, D.C. with global

---

locations across the Americas, Europe, and Asia. Additional information can be found at: <http://www.liquidityservices.com>.

**Investor Contact**

Julie Davis  
[julie.davis@liquidityservices.com](mailto:julie.davis@liquidityservices.com)  
202.558.6234

---