

**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) **February 13, 2015**

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 February 13, 2015, the Defense Logistics Agency Disposition Services ("DLA") notified Liquidity Services, Inc. (the "Company") that the Company has been awarded a second follow-on contract ("Second Follow-On Contract") to its 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 further extends the terms of its current Surplus Contract for the disposition of usable surplus property from the U.S. Department of Defense. Previously, the Surplus Contract had been extended under a first follow-on contract which was previously filed by the Company as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission ("SEC") on January 21, 2014.

Under the Second Follow-On Contract, which commences February 14, 2015, the Company's performance period has been extended by a base term of six months with three 30-day additional option periods exercisable by the DLA. Under the terms of the Second Follow-On Surplus Contract extension, Liquidity Services manages the receipt, storage, marketing, and disposition of all usable non-rolling stock surplus personal property generated by U.S. Department of Defense installations throughout the United States and its territories. All other terms, including pricing, remain consistent with the prior Surplus Contract.

The DLA has delayed implementation of the Non-Rolling Stock Multiple Assets Surplus Usable Property Liquidation Sale (Sales Contract Number 14-0091-0002) awarded by the DLA to the Company on July 25, 2014 (the "New Non-Rolling Stock Surplus Contract") until expiration of the Second Follow-On Contract. The New Non-Rolling Stock Surplus Contract was previously filed by the Company as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on July 25, 2014.

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 are filed as part of this report:

- 10.1 Notice of Award, Statement, and Release Document, dated February 13, 2015, 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 February 17, 2015, with respect to the Second Follow-On Contract to the Surplus Contract.

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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: February 17, 2015

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

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Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Notice of Award, Statement, and Release Document, dated February 13, 2015, 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 February 17, 2015, with respect to the Second Follow-On Contract to the Surplus Contract.

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

NOTICE OF AWARD, STATEMENT, AND RELEASE DOCUMENT					1. PAGE 1 OF 3	
2. FROM: (Name and address of Sales Office) DLA Disposition Services 74 North Washington Battle Creek, MI 49037					3. DATE OF AWARD February 13, 2015	
					4. INVITATION NO. 08-0002	
					5. CONTRACT NO. 15-0001-0001	
6. TO: (Name and address of Purchaser) Liquidity Services, Incorporated 1920 L Street, NW 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 (Final date of removal)		
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 (Signature) _____				C. BALANCE DUE		\$ _____
				D. REFUND DUE		\$ _____
C. DATE <u>2/13/2015</u> D. VOUCHER NO. _____				E. STORAGE CHARGES		\$ _____
				F. PAYMENT RECEIVED		\$ _____
13. SALES CONTRACTING OFFICER (Typed name & Signature) SHERIESE UNDERWOOD 				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.

CONTRACT NUMBER 15-0001-0001

Attachment to NOTICE OF AWARD, STATEMENT, AND RELEASE DOCUMENT

Description of the property is as identified in IFB 08-0002, however, excludes items identified as rolling stock defined as follows:

Ground related, self-propelled wheeled and track mounted vehicles (such as passenger motor vehicles, trucks and dozers) and trailers (such as semi-trailers, cargo trailers and special purpose trailers).

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(excluding the changes below) awarded on July 31, 2008 (to include supplemental agreements 1 through 8) and contract 08-0002-0001 awarded on January 17, 2014 remain the same.

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 an initial term of six months. Additionally, three (3) 30-day options are available at the Government's offering. Contract performance begins on February 14, 2015.

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

/s/ SHERIESE UNDERWOOD

2/13/2015

SHERIESE UNDERWOOD

DATE

Sales Contracting Officer

**Liquidity Services Receives Six-Month Contract Extension for
U.S. Department of Defense Surplus Property Sales**

WASHINGTON - February 17, 2015 — Liquidity Services, Inc. (NASDAQ:LQDT), a global solution provider in the reverse supply chain with the world's largest marketplace for business surplus, today announced that the Defense Logistics Agency (DLA) has awarded Liquidity Services a six-month contract extension plus three 30-day option periods, exercisable by the DLA, for its Surplus Contract. The contract performance period begins on February 14, 2015. During this period, the U.S. Department of Defense (DoD) will continue to use Liquidity Services as the primary sales channel for the disposition of surplus property.

Under the terms of the Surplus Contract extension, Liquidity Services manages the receipt, storage, marketing, and disposition of all usable non-rolling stock surplus personal property generated by DoD installations throughout the United States and its territories. All other terms, including pricing, remain consistent with the prior Surplus Contract. Assets are offered for sale through Liquidity Services' online auction marketplace, www.GovLiquidation.com, to a global buyer base.

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 \$5.4 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>.

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Investor Contact

Julie Davis
Senior Director, Investor Relations
202.558.6234
julie.davis@liquidityservices.com
