# 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 17, 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.

**20036** (Zip Code)

(Address of principal executive offices)

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)
- o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- o 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 17, 2015, the Defense Logistics Agency Disposition Services ("DLA") notified Liquidity Services, Inc. (the "Company") that the DLA was exercising all three 30-day additional option periods under the 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 that had been awarded on February 13, 2015. The Second Follow-On Contract was previously filed by the Company as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission ("SEC") on February 17, 2015.

The amendment extends the Company's performance period under the Second Follow-On Contract until November 14, 2015. 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 exercise of the extension options further delays 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 November 14, 2015. 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 exhibits are filed as part of this report:

Supplemental Agreement No. 1 to Mutual Agreement for Contract (15-0001-0001) 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.

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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: July 21, 2015 By: /s/ James E. Williams

Name: James E. Williams

Title: Vice President, General Counsel and Corporate Secretary

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## **Exhibit Index**

Exhibit No.	Description			
10.1	Supplemental Agreement No. 1 to Mutual Agreement for Contract (15-0001-0001) 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 July 20, 2015, with respect to three month extension of the Second Follow-On Contract to the Surplus Contract.			
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		RNMENT PROPERTY			
AMENDMENT OF INV  1. AMENDMENT TO INVITATION FOR BIDS NO.:	ITATION FO	R BIDS/MODIFICATION 2. EFFECTIVE DATE	OF CONTRA	СТ	
			PAGE 1 OF	2	PAGES
SUPPLEMENTAL AGREEMENT NO: 1 3. ISSUED BY	07/17/2015				
DLA Disposition Services		4. NAME AND ADDRESS WHER	E BIDS ARE RECEIVE	0	
National Sales Office		1			
74 North Washington Street		1.			
Battle Creek, MI 49017-3092					
S. AMENDMENT OF INVITATION FOR BIDS NO. (See /fem	DATED	MODIFICATION OF CONTR	IACT NO. (See Item 8)		DATED
					02/13/2015
5. THIS BLOCK APPLIES ONLY TO AMENDMEN	S OF INVITAT	IONS FOR BIDS			
(b) By acknowledging receipt of this amendment: (c) By separate letter or telegram which includes FAILURE OF YOUR ACKNOWLEDGMENT TO B SPECIFIED MAY RESULT IN REJECTION OF Y such change may be made by telegram or letter,	d date specified this amendment on each copy of a reference to the ERECEIVED A OUR BID. If by provided such te	t in the invitation for bids, or a t; the bid submitted; or he invitation for bids and amer NT THE ISSUING OFFICE PR witue of this amendment you elegram or letter makes refere	adment number.	JR AND	DATE
amendment, and is received prior to the opening ACCOUNTING AND APPROPRIATION DATA (If required)	nour and data sp	pecined.			
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This Supplemental Agreement is entered into pursuant to author	ty of				
Autual Agreement for Contract 15-0001-0001					
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CONTRACT NUMBER 15-0001-0001 Supplemental Agreement 1 Page 2

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.

WHEREAS, Contract 15-0001-0001, states, "Performance period for this contract is six months. Additionally, three (3) 30 day options are available at the Government's offering. Contract performance begins on February 14, 2015."

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

Contract 15-0001-0001 is changed based on Government requirements. DLA Disposition Services has determined it is in the best interest of the Government to extend the 3 (three) 30 day performance options extending the contract performance period for contract 15-0001-0001 to November 14, 2015. All other terms and conditions of contract 15-0001-0001 remain the same.

# Liquidity Services Receives Three Month Contract Extension for U.S. Department of Defense Surplus Property Sales

WASHINGTON - July 21, 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 determined it is in the best interest of the Government to extend the remaining three 30-day option periods under its Surplus sales contract (Surplus Contract) for the disposition of usable surplus property from the U.S. Department of Defense. Through this unilateral contract amendment, the current Surplus Contract's performance period has been extended through November 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**

Liquidity Services is a global solution provider in the reverse supply chain with the world's largest marketplace for business surplus. We partner with global Fortune 1000 corporations, middle market companies, and government agencies to intelligently transform surplus assets and inventory from a burden into a liquid opportunity that fuels the achievement of strategic goals. Our superior service, unmatched scale, and ability to deliver results enable us to forge trusted, long-term relationships with over 7,000 clients worldwide. With approximately \$1 billion in annual sales proceeds, and nearly 3 million buyers in almost 200 countries and territories, we are the proven leader in delivering smart surplus solutions. Let us build a better future for your surplus. Visit us at LiquidityServices.com.

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#### **Investor Contact**

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