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) June 8, 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:

o 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 June 8, 2015, the Defense Logistics Agency Disposition Services (the "DLA Disposition Services") notified Liquidity Services, Inc. (the "Company") that DLA Disposition Services was extending the performance period relating to the Contract for Multi-Year Sale of Surplus Scrap Material at Locations Nationwide (Contract Number 99-4001-0004), effective as of June 9, 2005 between the Company and DLA Disposition Services (the "Scrap Contract"), which was previously filed by the Company as Exhibit 10.2 to the Company's Registration Statement on Form S-1 (Registration No. 333-129656), filed with the Securities and Exchange Commission on November 14, 2005. Through Supplemental Agreement No. 14 to the Scrap Contract dated June 8, 2015 between the Company and DLA Disposition Services, and Notice of Award, Statement and Release Document (Contract 15-5601-0001) dated June 8, 2015 issued by DLA Disposition Services, the performance period under the Scrap Contract was extended by nine months with three three-month additional option periods, commencing June 9, 2015. During this extended period, Liquidity Services will continue to serve as the sales channel for the disposition of scrap property from the U.S. Department of Defense that is approved for public sale.

Additional modifications have been made to the principal terms of the Scrap Contract including that: (i) contract pricing will be adjusted to reflect a 65% profit sharing distribution to DLA Disposition Services; (ii) DLA Disposition Services may elect to terminate portions of the Scrap Contract by location with a 90-day notification required no sooner than February 1, 2016; and (iii) DLA Disposition Services may elect to terminate portions of the Scrap Contract by certain commodity categories with a 60-day notification required no sooner than October 1, 2015.

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 No. 14 dated June 8, 2015 between the Company and DLA Disposition Services, relating to Contract for Multi-Year Sale of Surplus Scrap Material at Locations Nationwide (Contract Number 99-4001-0004), effective as of June 9, 2005 between the Company and DLA Disposition Services. 10.2 Notice of Award, Statement and Release Document (Contract Number 15-5601-0001) dated June 8, 2015 issued by DLA Disposition Services.

99.1 Press Release, dated June 9, 2015, with respect to the extension of the Scrap 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: June 9, 2015	By: Name: Title:	/s/ James E. Williams James E. Williams Vice President, General Counsel and Corporate Secretary
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Exhibit Index

Exhibit No.	Description				
10.1	Supplemental Agreement No. 14 dated June 8, 2015 between the Company and DLA Disposition Services, relating to Contract for Multi-Year Sale of Surplus Scrap Material at Locations Nationwide (Contract Number 99-4001-0004), effective as of June 9, 2005 between the Company and DLA Disposition Services.				
10.2	Notice of Award, Statement and Release Document (Contract Number 15-5601-0001) dated June 8, 2015 issued by DLA Disposition Services.				
99.1	Press Release, dated June 9, 2015, with respect to the extension of the Scrap Contract.				
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SUPPLEMENTAL AGREEMENT NO.: 14		4. NAME AND ADDRESS WHERE BIDS ARE RECEIVED					
TSSUED BY DLA Disposition Services fational Sales Office 4 North Washington Avenue sattle Creek, MI 49017-3092					-		
AMENDMENT OF INVITATION FOR BIDS NO. (See Item 6) DATED	MODIFICA	TION OF CONTRACT	NO. (See Item	8)	DATED		
		-					
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5. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF INV The above numbered invitation for bids is amended as set for indicated otherwise in item 11 prior to the hour and date spet following methods: (a) By signing and returning copies of this amend (b) By acknowledging receipt of this amendment on each or (c) By separate letter or telegram which includes a reference FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIPT SPECIFIED MAY RESULT IN REJECTION OF YOUR BID such change may be made by telegram or letter, provided a amendment, and is received prior to the opening hour and	dment; opy of the bid submit the to the invitation for VED AT THE ISSUII , If by virtue of this a such telegram or lett	tted; or r bids and amendm NG OFFICE PRIOF	ent number R TO THE H	OUR AN	ID DATE		
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CONTRACT NUMBER 99-4001-0004 Supplemental Agreement 14 Page 2 of 3

WHEREAS, Article Sixteen, Section 3 states in pertinent part that:

(A) Calculate Contractor Net Worth Allocation.
Purchaser shall calculate the amount of the "Contractor Net Worth Allocation" as Operating Net Worth <u>multiplied by</u> twenty percent (20.00%).
(B) Calculate DRMS Net Worth Allocation.

Purchaser shall calculate the amount of the "DRMS Net Worth Allocation" as Operating Net Worth <u>multiplied by</u> seventy-eight and twenty one-hundredths percent (78.20%). (C) Calculate KGP Net Worth Allocation.

Purchaser shall calculate the amount of the "KGP Net Worth Allocation" as Operating Net Worth <u>multiplied by</u> one and eighty one-hundredths percent (1.80%).

and, **WHEREAS**, the contract does not include a provision for the implementation of a replacement contract, which requires a minimum 3-4 months to complete.

and, WHEREAS, the Government and Contractor have entered into a negotiated sale which includes a provision for the implementation of a replacement contract.

and, WHEREAS, the contractor has determined the wind-up this contract with the negotiated contract being executed at the same time would be unmanageable. This is due to the fact that it would require two inventory tracking systems to segregate and report proceeds from property received before and after the commencement of the negotiated contract. Setting up another inventory tracking system would be time consuming and expensive. In addition, tracking indirect costs associated with processing two inventories would be onerous. This would also require the contractor to sell the property thru different lots which may not be optimal to maximize revenue. The separate inventory systems would require two unique weight tickets.

and, **WHEREAS**, the contractor has formulated a payment plan for the remaining property referred under this contract, based on an inventory turnover rate that is equal to 51 days on average, that ensures KGP will receive appropriate distributions for this inventory.

NOW, THEREFORE, it is mutually agreed between the parties hereto to this modification that Article Sixteen, Section 3 shall be changed effective with the June 2015 Monthly Distribution Statement as stated below:

(A) Calculate Contractor Net Worth Allocation.

Purchaser shall calculate the amount of the "Contractor Net Worth Allocation" as Operating Net Worth <u>multiplied by</u> thirty-five percent (35.00%).

(B) Calculate DLA DISPOSITION SERVICES Net Worth Allocation. Purchaser shall calculate the amount of the "DLA DISPOSITION SERVICES Net Worth

Allocation" as Operating Net Worth multiplied by sixty-five percent (65.00%).

CONTRACT NUMBER 99-4001-0004 Supplemental Agreement 14 Page 3 of 3

(C) Calculate KGP Net Worth Allocation.

Purchaser shall, for the month of June 2015, deduct an amount from the Contractor Net Worth Allocation equal to 100% of 1.8% of the Operating Net Worth (amount available for distribution) and pay this amount to KGP. Purchaser shall, for the month of July 2015, deduct an amount from the Contractor Net Worth Allocation equal to 94% of 1.8% of the Operating Net Worth (amount available for distribution) and pay this amount to KGP. The July 2015 distribution is the final payment to KGP for property referred under this contract.

WHEREAS, Article Twenty-One, Sections 1-5 provides instructions for the Wind-Up of the Purchaser.

and, **WHEREAS**, the contractor will not be able to wind-up the contract with the negotiated contract being executed at the same time.

NOW, THEREFORE, it is mutually agreed between the parties hereto to this modification that:

Article Twenty-One shall be delayed until the end of the negotiated sale, Contract Number 15-5601-0001.

////////NOTHING FOLLOWS///////////

ALL COMMUNICATIONS SHOUL	D INCLUDE THE CONTR	RACT NUMBER SHOWN IN	BLOCK 5 BELOW
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						1.	
N	OTICE OF AWARD, STATEMENT, A	ND RELE	ASE DO	CUME	INT	PAGE	1 OF 5
2. FROM	(Name and address of Sales Office					3. DATE OF A	WARD
	sposition Services Sales Office					6/9/2015	110
	Washington					4. INVITATION 99-4001	NO.
	reek, MI 49037-3092					5. CONTRACT 15-5601-0001	
	Vame and address of Purchaser)					7. BIDDER NO. 8050000994	
1920 L	y Services, Incorporated Street, NW 6th Floor gton, DC 20036					8. (F	AID STAMP)
						(For Relea	se of Property Only)
	inform you that your firm has been awarded a contract ing materials as a result of the above numbered Invitati		9. P	ROPERTY	MUST BE	REMOVED BY (F)	nal date of removal)
10.		ND/OR EXC					
NO.	DESCRIPTION	ΩΤΥ	UNIT		PRICE	TOTAL PRICE	QUANTITY RELEASED
8	b See attachment to Notice of Award (pages 3-4)	c	d		0	1	g
							-
1.	RELEASE	12.		STATE	MENT OF A	CCOUNT	
	of the purchaser obtaining release of the material must rchaser authorization.	Payment of of any mat	f amount du erial. Refer	e the U.S. to the IFE	Governme for all met	ent must be made p thods of acceptable	rior to removal payment.
QUANT	RECEIVED THE ABOVE LISTED MATERIALS IN THE TITY INDICATED AND HAVE ACCEPTED SAME IN	A. TOTAL	CONTRACT	PRICE	s		
COMPLIANCE WITH THE TERMS OF ABOVE NUMBERED CONTRACT. TYPED OR PRINTED NAME AND SIGNATURE OF PURCHASER OR AUTHORIZED AGENT B. REFEASED BY (Signature)		B. LESS DEPOSIT \$					
		C. BALANCE DUE \$					
		D. REFUND DUE \$					
DATE	8/2015 D. VOUCHER NO.	E. STORAGE CHARGES \$					
3. SALES	S CONTRACTING OFFICER (Typed name & Signature) HERIESE UNDERWOOD	F. PAYME	F. PAYMENT RECEIVED \$				
5		G. REFUN	D MADE		\$		

DRMS FORM 1427, AUG 98 (EF)

IMPORTANT NOTICE PAGE 2

(Previous edition to be used until exhausted)

D	SPOSAL NOTIFICATION TO ALL PURCHASERS AND SUB-PURCHASERS
regulations, including t (560 U.S.C. App. 240 Administration Regulat	sport and reexport of this property is subject to all applicable U.S laws and ne Arms Export Control Act (22 CFR 2751 et seq.), the Export Administration Act of 1979 et seq.); International Traffic in Arms Regulations (22 CFR 120 et seq.); Export ons (15 CFR 730 et seq.); Foreign Assets Control Regulations (31 CFR 500 et seq.); (37 U.S.C. 791 et seq.) which among other things, prohibits:
	alse statements and concealment of any material information regarding the use or or reexport of the property, and
 Any use or disp with the provisions 	sition, export or reexport of the property which is not authorized in accordance of this agreement.
	export of this property is attempted, contact the Office of Defense Trade Controls, d the Bureau of Export Administration, Department of Commerce for export licensing
EMARKS	
	PART 2 - TIPS FOR PURCHASERS
confusion or any ch	ded the items listed on the reverse side of this document. In order to minimize ince of you having to pay storage charges or your contract being terminated for I remove property, you should do the following:
to the sales offic Unless otherwise	amount due indicated in Block 12 C, you should remit this immediately e indicated in Block 2. NO PROPERTY CAN BE REMOVED UNTIL PAID FOR. indicated in the IFB, MAKE CHECKS PAYABLE TO: Receipts are not furnished.
	 This is your final free removal date. If you do not remove the property will be placed in Default and storage charges will be assessed.
carrier and the d NOT ACT AS LIA	ment for pickup of property and send release authorizations to both the sposal officer where the material is located. THE GOVERNMENT WILL ISON IN ANY FASHION BETWEEN PURCHASER AND CARRIER. f carriers serving the area is available from the Sales Office indicated on
GOVERNMENT V THE GOVERNME	Igent or carrier complete info needed to remove the property. THE ILL ONLY MAKE INITIAL PLACEMENT WHERE IT IS PROVIDED NT LOADS. PLACING, HANDLING, PACKING, BRACING, BLOCKING RESPONSIBILITY.
loading including	ided that purchaser loads, then you must make all arrangements for any equipment you may require to accomplish such loading. IN THESE GOVERNMENT WILL PROVIDE <u>NO</u> ASSISTANCE.
Extensions or rei	h your carrier or agent frequently, especially if you are in default. Istatements of your contract cannot be made because of your agent to do something.
	of property, inspect it immediately for misdescription. Misdescription 30 days from date of removal will be denied as untimely filed.
8. If you have a	y questions regarding this award, contact the Sales Contracting Officer at once.

DRMS FORM 1427, AUG 98 (EF)

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Page 2 of 2

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Contract Number 15-5601-0001

Page 3

JU 5/205

Attachment to NOTICE OF AWARD, STATEMENT, AND RELEASE DOCUMENT

This contract incorporates final IFB 99-4001, Supplemental Agreements 1 - 14 and technical proposal. All Terms and Conditions of contract 99-4001-0004 (excluding the changes listed below) awarded on June 9, 2005.

Article 2A. SMALL BUSINESS SALES PLAN; is deleted.

ARTICLE TWO. PERFORMANCE PERIOD; EARLY CANCELLATION OPTION; DRMS OPTION TO EXTEND, Section 1 shall be changed as stated below.

The following paragraph is deleted. "Subject to the early cancellation option provisions of Section 2 of this Article 2, and the DRMS extension option provisions of Section 4 of this Article 2, the Government shall provide the Property for an eighty-four (84) month period (the "Performance Period") from the date of submission to Purchaser of the initial Pickup Notice."

The following paragraph is inserted. "Performance period is an initial term of nine months. Additionally, three three-month options are available at the Government's offering. Contract performance begins on June 9, 2015. The options may be exercised with a minimum 90 days' written notice to the Purchaser."

ARTICLE TWO. PERFORMANCE PERIOD; EARLY CANCELLATION OPTION; DRMS OPTION TO EXTEND, Section 2 Early Cancellation Option; the following subparagraphs are added and incorporated into this contract:

(E) The Government may cease property referrals by location with not less than 90 days' written notice to the Purchaser. The first effective date of such property referral cessation by location will not be prior to February 8, 2016. A location is defined as a DLA Disposition Services field site or office and all of that sites/offices area of responsibility including customer locations (normally referred to as Receipt in Place [RIP]) or portions thereof as stated in such written notification.

(F) The Government may cease property referrals by commodity with not less than 60 days' written notice to the Purchaser. The commodity referrals may be ceased in their entirety or by location/s as stated in the written notice. The first effective date of such property referral cessation by commodity will not be prior to October 8, 2015 for electronic property and February 8, 2016 for both MUT (including the SCLs MUT, CSI, M14 and MFS) and DCOS property. *A commodity is defined as a described item or grouping of items such as electronic property (identified as D4R, DEMAN or DMF) or a grouping of items such as property that is currently shipped to a MUT Site (includes the SCLs MUT, CSI, M14 and MFS) or demilitarization required property that is sold with Demil as a condition (DCOS).*

ARTICLE TWO. PERFORMANCE PERIOD; EARLY CANCELLATION OPTION; DRMS OPTION TO EXTEND, Sections 4 and 5 are deleted.

Contract Number 15-5601-0001

Page 4

ARTICLE THREE, Section 2, Subparagraph (C) Phase-In Period, is deleted.

ARTICLE FIVE, Section 1, Subparagraph (D); The \$20,000 Payment Deposit submitted under contract 99-4001-0004 is hereby transferred and incorporated into contract 15-5601-0001.

ARTICLE FIVE, Section 2, Subparagraph (B) Amounts Payable to DRMS and to KGP: Timing of Payments; The following changes will become effective as of September 25, 2015.

The following paragraph is deleted. "(B) Amounts Payable to DRMS and to KGP; Timing of Payments.

Each Invoice shall identify (i) an amount (the "DRMS Invoiced Amount") equal to ninety-seven and seventy-five one-hundredths percent (97.75%) of the Total Invoiced Amount, and (ii) an amount (the "KGP Invoiced Amount") equal to two and twenty-five one-hundredths percent (2.25%) of the Total Invoiced Amount. Purchaser shall pay to DRMS and to KGP the full amounts of the DRMS Invoiced Amount and the KGP Invoiced Amount, respectively, on or before the date that is fifteen (15) Days after each Invoice is submitted to Purchaser."

The following paragraph is inserted. "(B) Amounts Payable to DLA Disposition Services. Each invoice shall identify 100% of the invoiced amount. Purchaser shall pay to DLA Disposition Services the full amount of the invoice on or before the date that is fifteen (15) Days after each Invoice is submitted to Purchaser."

ARTICLE FIFTEEN, Section 2 Financial Guarantee Bond; The Financial Guarantee Bond submitted under contract 99-4001-0004 is hereby transferred and incorporated into contract 15-5601-0001.

ARTICLE SIXTEEN, Section 1 Monthly Distribution Statement; the following changes shall become effective with the August 2015 Monthly Distribution Statement and following.

The following paragraph is deleted. "Within fifteen (15) Days after the last Day of each calendar month that is in whole or in part within the Performance Period and Wind-Up, Purchaser shall prepare and submit to DRMS, KGP and Contractor the "Monthly Distribution Statement" with respect to such month in the form specified at Attachment VI.16.1. Purchaser shall perform the following calculations in preparing the Monthly Distribution Statement. Except as otherwise provided herein, all amounts shall be determined as of the close of business on the last Day of the subject month."

The following paragraph is inserted. "Within fifteen (15) Days after the last Day of each calendar month that is in whole or in part within the Performance Period and Wind-Up, Purchaser shall prepare and submit to DLA Disposition Services and Contractor the "Monthly Distribution Statement" with respect to such month in the form specified at Attachment VI.16.1. Purchaser shall perform the following calculations in preparing the Monthly Distribution Statement. Except as otherwise provided herein, all amounts shall be determined as of the close of business on the last Day of the subject month."

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6/8/2015 DATE

SHERIESE UNDERWOOD Sales Contracting Officer

Liquidity Services Receives Contract Extension for U.S. Department of Defense Scrap Property Sales

Defense Logistics Agency awards extension of contract performance period combined with modification of certain principal terms

WASHINGTON — **June 9**, **2015** — Liquidity Services (NASDAQ: LQDT), a global solution provider in the reverse supply chain with the world's largest marketplace for business surplus, today announced it has been awarded a contract extension by the U.S. Defense Logistics Agency (DLA) for its Scrap Property sales contract (Scrap Contract). Through this amendment, the performance period has been extended by a base term of nine months with three three-month additional option periods, commencing on June 9, 2015. During this period, Liquidity Services will continue to serve as the sales channel for the disposition of DLA scrap property that is approved for public sale.

Additional modifications have been made to the principal terms of the contract including:

- · Contract pricing will be adjusted to reflect a 65% profit sharing distribution to the DLA.
- The DLA may elect to terminate portions of the contract by location with a 90-day notification required no sooner than February 1, 2016.
- The DLA may elect to terminate portions of the contract by certain commodity categories with a 60-day notification required no sooner than October 1, 2015.

Under the Scrap Contract, Liquidity Services manages the receipt, storage, marketing and disposition of virtually all scrap property generated by DoD installations throughout the continental United States, Alaska, Hawaii, Puerto Rico and Guam including: base materials and scrap metals like ferrous and non-ferrous metals, nickel alloy, electronic scrap, rubber, paper and in rare occasions, compost, cooking grease, and recycled asphalt. Assets are offered for sale through Liquidity Services' online auction marketplace, http://www.GovLiquidation.com, to a global buyer base.

The extension of the performance period and the modification to principal terms of the Scrap Contract is described in an 8-K to be filed today with the SEC.

Liquidity Services does not believe the Scrap Contract extension will have a material effect on its third quarter fiscal year 2015 guidance.

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 www.LiquidityServices.com.

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