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) April 8, 2016

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)
- 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 April 8, 2016, Liquidity Services, Inc. (the "Company") was awarded the contract for the Scrap and Salvage Recycling Term Sale (Sales Contract Number 16-6049-0001) (the "New Scrap Contract") by the Defense Logistics Agency Disposition Services (the "DLA") of the U.S. Department of Defense (the "DoD"). A copy of the New Scrap Contract is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Under the New Scrap Contract, the Company will acquire scrap property from the DLA and, in exchange, the Company will pay a revenue-sharing payment equal to 64.5% of the gross resale proceeds. The Company will bear all of the costs for the sorting, merchandising and sale of the property. The New Scrap Contract has a 36-month base term with two 12-month extension options exercisable by the DLA. Further, the New Scrap Contract contains a provision allowing the DLA to terminate the contract for convenience upon written notice from the DLA. There is a 5-month ramp-up period prior to the effective date of the New Scrap Contract during which time the Company will adjust its operations to conform to the requirements of the New Scrap Contract. The Company expects to commence operations under the New Scrap Contract on September 1, 2016.

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 April 8, 2016, relating to the Scrap and Salvage Recycling Term Sale (Sales Contract Number 16-6049-0001) between the Company and the Defense Logistics Agency Disposition Services of the U.S. Department of Defense.
- 99.1 Press Release, dated April 14, 2016, with respect to the New Scrap Contract.

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: April 14, 2016 By: /s/ Mark Shaffer

Name: Mark Shaffer

Title: Acting General Counsel and Corporate Secretary

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Exhibit Index

| Exhibit No. | Description | | | | |
|-------------|--|--|--|--|--|
| 10.1 | Notice of Award, Statement, and Release Document, dated April 8, 2016, relating to the Scrap and Salvage Recycling Term Sale (Sales Contract Number 16-6049-0001) between the Company and the Defense Logistics Agency Disposition Services of the U.S. Department of Defense. | | | | |
| 99.1 | Press Release, dated April 14, 2016, with respect to the New Scrap Contract. | | | | |
| | 4 | | | | |

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

| NOTICE OF AWARD, STATEMENT, AND RELEASE DOCUMENT | | | | | | 1. | T | | |
|---|---|--|-----------------------|------------|------------------|---------------------------------|-----------------------------------|--|--|
| FROM: (Name and address of Sales Office | | | | | 3. DATE OF AWARD | | | | |
| | position Services | | | | | 04/08/2016 | | | |
| | Washington Avenue eek, MI 49037-3092 | | | | | | INVITATION NO. 16-6049 (TERM) | | |
| | | | | | | 5. CONTRACT NO. 16-6049-0001 | | | |
| | ame and address of Purchaser) | | | | | 7. BIDDER NO. 8050000994 | | | |
| 1920 L S | Services, Inc. treet NW, 6th Floor ton, DC 20036 | | | | | 8. (PAID STAMP) | | | |
| | | | | | | (For Release of Property Only) | | | |
| | nform you that your firm has been awarded a contract ng materials as a result of the above numbered invitation | | 9. P | ROPERTY | MUST BE | | inal date of removal) | | |
| 10. SURPLUS AND/OR EXCHANGE/SALE ITEMS | | | | | | | | | |
| ITEM NO. | DESCRIPTION | QTY | UNIT | UNIT PRICE | | TOTAL PRICE | QUANTITY RELEASED | | |
| a | . р | с | d | | · | / | g | | |
| | See attachment to Notice of Award (page 3) | | | \$ 0. | 00 | | | | |
| | | | | \$ 0.00 | | | | | |
| | | | | \$ 0.0 | 00 | | | | |
| | | | | \$ 0. | | | | | |
| | | | | \$ 0. | | | | | |
| | | | | \$ 0.00 | | | | | |
| | | | | \$ 0.00 | | | | | |
| | | | | \$ 0.00 | | | | | |
| 11. | RELEASE | 12. | | | | CCOUNT | | | |
| 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 QUANT | A. TOTAL CONTRACT PRICE \$ | | | | | | | | |
| COMPL | B. LESS DEPOSIT \$ | | | | | | | | |
| | C. BALANCE DUE | | | \$ | : | | | | |
| B. RELEAS | D. REFUND DUE \$ | | | \$ | | | | | |
| C. DATE D. VOUCHER NO. | | | E. STORAGE CHARGES \$ | | | | | | |
| 13. SALES | F. PAYMENT RECEIVED, \$ | | | | | | | | |
| Leonard I | G. REFUND MADE \$ | | | 1 | | | | | |

DRMS FORM 1427, AUG 98 (EF)

IMPORTANT NOTICE PAGE 2

(Previous edition to be used until exhausted)

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:

- 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.
- 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.
- 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 16-6049-0001

Page 3 of 3

Attachment to NOTICE OF AWARD, STATEMENT, AND RELEASE DOCUMENT

Description of the property is as identified in Invitation For Bid 16-6049. Performance period for this contract is thirty-six (36) month period from the date of the initial material referral to Purchaser. The Government may exercise two one-year options to extend the performance period for up to an additional Twenty Four (24) months.

Bid percentages are as follows:

Up-Front Property Payment:

\$1,000.00 each month of the performance period

Back-End Property Payment:

64.50% of gross revenue

Bid Deposit Paid to the Government (March 2, 2016):

\$ 100,000.00

Payment Deposit (due within ten (10) calendar days of award):

\$ 100,000.00

Financial Guarantee Bond (due within thirty (30) calendar days of award): \$3,000,000.00

----NOTHING FOLLOWS-

Liquidity Services Awarded New Scrap Contract with the U.S. Department of Defense

WASHINGTON — **April 14, 2016** — 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 the award of its new Scrap Contract with the Defense Logistics Agency (DLA) of the U.S. Department of Defense (DoD) to manage and sell scrap assets generated by DoD installations throughout the continental United States, Alaska, Hawaii, Puerto Rico and Guam. The Company expects to commence operations under the new Scrap Contract on September 1, 2016.

Under the terms of the new contract, Liquidity Services will acquire all scrap property offered to it by the DLA and, in exchange, will pay a revenue-sharing payment equal to 64.5% of the gross resale proceeds. The Company will bear all of the costs for the sorting, merchandising and sale of the property. The new contract has a 36-month base term with two 12-month extension options exercisable by the DLA. There is a 5-month ramp-up period prior to the effective date of the new contract during which time the Company will adjust its operations to conform to the any new requirements under the contract.

Under the new scrap contract, Liquidity Services will continue to serve as the primary sales channel for DoD scrap property including base materials and scrap metals such as ferrous and non-ferrous metals, nickel alloy, rubber, paper and other miscellaneous materials. Assets will be offered for sale through Liquidity Services' online auction marketplace, Govliquidation.com, to a global buyer base.

"We are pleased to extend our 16-year relationship with the DLA as the largest online sales channel in the U.S. for scrap material," said Bill Angrick, chairman and chief executive officer of Liquidity Services. "We have sold over 2.5 billion pounds of scrap material for the DoD and will continue to build on our expertise in the management, marketing and sale of these assets to generate the highest return for our government partner and our shareholders."

About Liquidity Services

Liquidity Services is a global solution provider in the reverse supply chain with the world's largest marketplace for business surplus. The company partners 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. The company's superior service, unmatched scale and ability to deliver results enable it to forge trusted, long-term relationships with over 8,000 clients worldwide. With nearly \$6 billion in completed transactions, and approximately three million buyers in almost 200 countries and territories, the company is the proven leader in delivering smart surplus solutions. To learn more about Liquidity Services, please visit LiquidityServices.com.

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Contact

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