

**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) **November 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 November 13, 2015, the Defense Logistics Agency Disposition Services ("DLA") notified Liquidity Services, Inc. (the "Company") that the DLA was amending the second follow-on contract ("Second Follow-On Contract") to its Surplus Usable Property Sales Contract (Sales Contract Number 08-0001-0001) between the Company and the DLA that had been awarded on February 13, 2015 (as amended, the "Surplus Contract"). 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 Second Follow-On was previously extended to November 14, 2015 by Supplemental Agreement No. 1 filed by the Company as Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the SEC on July 21, 2015.

The amendment extends the Company's wind-down period under the Second Follow-On Contract by an additional 10 months. The amendment allows for the continued processing of usable non-rolling stock surplus personal property located at Recycling Control Point ("RCP") depots that has been transferred by record to the Company but has not yet shipped from a depot to the Company. For property located at RCP depots, all other terms, including pricing, remain consistent with the prior Surplus Contract. A copy of the amendment, Supplemental Agreement No. 2, is attached as Exhibit 10.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are filed as part of this report:

- 10.1 Supplemental Agreement No. 2 to Mutual Agreement for Contract (15-0001-0001) dated November 13, 2015, relating to the Surplus Contract between the Company and the Defense Logistics Agency Disposition Services of the U.S. Department of Defense.

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: November 19, 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	Supplemental Agreement No. 2 to Mutual Agreement for Contract (15-0001-0001) dated November 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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**SALE OF GOVERNMENT PROPERTY
AMENDMENT OF INVITATION FOR BIDS/MODIFICATION OF CONTRACT**

1. AMENDMENT TO INVITATION FOR BIDS NO.:		2. EFFECTIVE DATE	PAGE 1 OF 2 PAGES
SUPPLEMENTAL AGREEMENT NO.: 2		11/13/2015	
3. ISSUED BY DLA Disposition Services National Sales Office 74 North Washington Street Battle Creek, MI 49017-3092		4. NAME AND ADDRESS WHERE BIDS ARE RECEIVED	
5. <input type="checkbox"/> AMENDMENT OF INVITATION FOR BIDS NO. (See Item 6) DATED		<input checked="" type="checkbox"/> MODIFICATION OF CONTRACT NO. (See Item 8) DATED	
			02/13/2015

6. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF INVITATIONS FOR BIDS
 The above numbered invitation for bids is amended as set forth in Item 9. Bidders must acknowledge receipt of this amendment unless indicated otherwise in Item 11 prior to the hour and date specified in the invitation for bids, or as amended, by one of the following methods:
 (a) By signing and returning _____ copies of this amendment;
 (b) By acknowledging receipt of this amendment on each copy of the bid submitted; or
 (c) By separate letter or telegram which includes a reference to the invitation for bids and amendment number.
FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID. If by virtue of this amendment you desire to change a bid already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the invitation for bids and this amendment, and is received prior to the opening hour and date specified.



7. ACCOUNTING AND APPROPRIATION DATA (If required)

8. THIS APPLIES ONLY TO MODIFICATION OF CONTRACTS
 This Supplemental Agreement is entered into pursuant to authority of
Mutual Agreement for Contract 15-0001-0001

9. DESCRIPTION OF AMENDMENT/MODIFICATION (Except as provided below all terms and conditions of the document referenced in Item 5 remain in full force and effect)

Whereas Contract 15-0001-0001 was entered into on February 13, 2015 by and between the United States of America, hereinafter referred to as the GOVERNMENT, and Liquidity Services, Incorporated, hereinafter referred to as the CONTRACTOR, and whereas the contract involved property as described in Invitation For Bid (IFB) 08-0002/15-0001:

THE HOUR AND DATE FOR RECEIPT OF BIDS IS NOT EXTENDED, IS EXTENDED UNTIL _____ O'CLOCK _____ M
 (LOCAL TIME) DATE

10. BIDDER/PURCHASE NAME AND ADDRESS (Include ZIP Code) Liquidity Services, Incorporated 1920 L Street, NW, 6th Floor Washington, DC 20036		11. <input type="checkbox"/> BIDDER IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> PURCHASER IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND <u>0</u> COPIES TO THE ISSUING OFFICE	
12. SIGNATURE FOR BIDDER/PURCHASER BY  (Signature of person authorized to sign)		15. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
13. NAME AND TITLE OF SIGNER (Type or print) THOMAS BURTON Executive Vice President	14. DATE SIGNED 11/13/2015	16. NAME OF CONTRACTING OFFICER (Type or print) REBECCA BELLINGER	17. DATE SIGNED 11/13/2015

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CONTRACT NUMBER 15-0001-0001

Supplemental Agreement 2

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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, ARTICLE 4, Section 4 – Wind-Down Commencement Date states, Beginning with the date that is the earlier of either the end of the performance period of the effective date of termination by reason of Disposition Services or Contractor exercising the early cancellation option or by reason of a material breach, the contract shall wind-down for a period of 120 days.

WHEREAS, Contract 15-0001-0001, ARTICLE 4, Section 5 – Cessation of Property Referrals states, There shall be no further referrals of property by Disposition Services to the Contractor from the wind-down commencement date forward. Submission of monthly, quarterly and annual reports shall continue as before the wind-down commencement date until the wind-down is completed.

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

Contract 15-0001-0001, ARTICLE 4, Section 4 – Wind-Down Commencement Date is changed to read: Beginning with the date that is the earlier of either the end of the performance period of the effective date of termination by reason of Disposition Services or Contractor exercising the early cancellation option or by reason of a material breach, the contract shall wind-down for a period of 14 months from contract end.

Contract 15-0001-0001, ARTICLE 4, Section 5 – Cessation of Property Referrals is changed to read: There shall be no further referrals of property by Disposition Services to the Contractor from the wind-down commencement date forward with the exception of property awaiting transportation located at RCP Depots. Submission of monthly, quarterly and annual reports shall continue as before the wind-down commencement date until the wind-down is completed.

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